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LONDON, MAY 2, 1891.

CURRENT TOPICS.

MR. JUSTICE COLLINS has been appointed, under section 5 of the Judicature Act, 1884, to sit and act for Sir C. P. BUTT, absent from illness. The learned judge commenced his sittings on Thursday with a list of three defended divorce cases.

THE ENTERTAINMENT to Lord HALSBURY and others, subscribed for by members of the Incorporated Law Society, passed off very successfully. There were plenty of guests—if we are correctly informed, over 1,000—the concert, under the superintendence of Mr. PENNINGTON and Mr. MUNTON, was admirable, and the dancing was kept up till nearly three o'clock. The “professional amity,” the promotion of which was, according to Mr. MUNTON’s notice of motion, the object of the gathering, was perhaps less conspicuous than the non-professional amity shown in and outside the ball-rooms between the male guests and their partners. They were frequently to be seen in eager search of each other, but the divided rooms for the dancing caused a good deal of difficulty in the quest, and some loss, for the time being, of strictly professional amity and serenity. If the entertainment is to be repeated, we would suggest that more time should be given to the reception and conversazione; and that one large room should be kept throughout the evening for promenaders, and a single room, for the concert first, and dancing afterwards. Now that this weighty matter is off the hands of the council, may we hope that they will consider whether something should be done about the Public Trustee Bill?

A SLIGHT RELIEF to the crowded list of witness actions in the Chancery Division is afforded by the appointment of Mr. Justice VAUGHAN WILLIAMS to sit as an additional judge of that division, and the transfer to him of 47 actions out of about 60 which stood in the cause books marked with the letters Q. B. That the relief is slight must be admitted when it is considered that the list of witness actions contains at least 400. The order transferring actions to Mr. Justice VAUGHAN WILLIAMS was only made public on Wednesday last, and at the same time it was announced that the hearing of the transferred actions would commence on Thursday. In consequence of the short notice several of the cases announced to be in the paper on Thursday were not ready, others being substituted for them, suitors, counsel, and solicitors finding their actions in Thursday’s paper quite unexpectedly. Several other cases have subsequently been postponed.

IT IS INTERESTING to find Lord HERSHELL, a former Lord Chancellor, lecturing Lord HALSBURY, in the debate on the

London (City) Trial of Civil Causes Bill in the House of Lords, on not having consulted the Incorporated Law Society before introducing the measure. Lord HALSBURY apologetically explained that "the Bill was a very little one," but surely it was one upon which it was pre-eminently desirable to obtain the experience and opinion of London solicitors. The reluctance of the present legal authorities to take counsel with the persons most familiar with the subject-matter of new Bills and orders is inexplicable.

IN HIS ACTION against Lord ESHER, Mr. CHAFFERS has met with a slight difficulty. On Tuesday last the branch of the Court of Appeal presided over by Lord ESHER instructed the plaintiff to apply to the other branch of that court to hear his case. Accordingly, on Wednesday, Mr. CHAFFERS applied in Court of Appeal No. 2 for leave to appeal *in formâ pauperis* in person, but not having the necessary opinion of counsel, under R. S. C., ord. 16, r. 24, the application was deferred until that opinion is forthcoming. The whole question is thus raised whether a suitor can appeal *in formâ pauperis* in person.

IT IS SATISFACTORY to learn (if we do learn), from Mr. W. H. SMITH's answer to Mr. KIMBER on Monday, that the Government intend some time to submit a motion for the appointment of an additional judge of the Chancery Division. This we understand to be implied in the answer, although it is certainly not expressed, and there was a painful indefiniteness in the answer as to the time when the state of public business would admit of the motion being brought on. We suspect the fact is that the government have not yet got the consent of their masters, the Treasury, to the salary. The Treasury had nothing to say against the Middlesex Registry Bill, which indirectly enables half the new judge's salary to be bestowed on a Registrar of the Land Registry, but we believe they resist strongly a proposal to enable justice to be administered with promptness and efficiency. The device, which has been adopted as a temporary expedient, of importing a judge from the Queen's Bench Division, cannot prove satisfactory to suitors either in the Chancery or in the Queen's Bench Division; the former will have a judge unacquainted with the special branch of law he administers, and the latter will have the hearing of their actions postponed even longer than at present is the case. Who can have instructed Mr. W. H. SMITH to state that the lists of the Queen's Bench Division are "in a satisfactory condition"? The fact is that at the commencement of the present sittings the list contained 1,526 cases as against 1,289 in January.

THE CHANCELLOR of the Exchequer, in his Budget speech, announced that the Inland Revenue authorities "have prepared a Bill in which the existing stamp law is consolidated," and he expressed an opinion that such a measure will be "a great boon to business men and the public generally." Whether this opinion will prove to be well founded depends, of course, on the mode in which the consolidation is effected; and the previous experiments in legislation of the stamp duty authorities not only do not lead us to entertain any sanguine anticipations, but affect us with nervous apprehension about this new project. It will be remembered that early in 1888 they framed and introduced a Bill containing a provision which we styled "a measure for embarrassing and increasing the cost of the transfer of land," introducing regulations as to the stamping of contracts which were absolutely impracticable, and could only have been devised by some person utterly ignorant of the practice in sales of land. The provision was found so unworkable that in the same session it was repealed, and a new provision substituted. So far as we are aware, no suggestion of the absurdity of the original provision was made to the Chancellor of the Exchequer before an article on the subject appeared in our columns, either by the Council of the Incorporated Law Society or by any of the numerous lawyers in Parliament. We may be permitted to express an earnest hope that this will not be the case with the forthcoming Stamp Consolidation Bill. Every clause should be scrutinized by the council and objections promptly sent in to the authorities. And perhaps we may add that there will now be an opportunity for

lawyers who are members of Parliament to shew that they are of some value as legislators. There is a widespread impression among the profession that they are of no use at all; and not long ago we heard an eminent lawyer avow his intention of refusing to vote at the next election for his present lawyer-member, on the ground of his utter neglect to scrutinize the Bills affecting the profession which had come before the House of Commons during his membership. Perhaps if other lawyer constituents intimate a similar intention, we may have Bills better looked after in Parliament.

THE CASE OF *Everitt v. Paxton* raises once again the question of the separate estate which a married woman must possess in order to make her contracts valid, and as the judges of the Divisional Court, A. L. SMITH and GRANTHAM, JJ., have differed in opinion, and leave to appeal has been given, it may be hoped that the Court of Appeal will have the chance of discussing the matter. It was of course settled by *Palliser v. Gurney* (35 W. R. 760, 19 Q. B. D. 519) that there must be some separate property in existence at the time of the contract. But the provision of section 1 (3) of the Married Women's Property Act, 1882, makes it necessary to inquire into its nature in order to see whether the contract was entered into with a view to binding it. According to this, "every contract entered into by a married woman shall be deemed to be a contract entered into by her with respect to and to bind her separate property, unless the contrary be shewn." These words would apparently admit of the interpretation that it is competent for the married woman to shew that she had no intention of binding her separate estate, but in *Bonner v. Lyon* (38 W. R. 541) VAUGHAN WILLIAMS, J., rejected this idea, and held that "the contrary" can be shewn only from the nature of the property. Hence the actual intention of the married woman is immaterial, but if the nature of the property is such that she could not be supposed to have contracted in respect of it, then she escapes liability. This was held to be the case in *Harrison v. Harrison* (36 W. R. 749, 13 P. D. 180) with regard to property subject to a restraint on alienation, and in *Leake v. Driffield* (38 W. R. 93, 24 Q. B. D. 98), where the property consisted of clothes which were necessary for the use of the married woman. On the other hand, in *Bonner v. Lyon*, the separate estate consisted of jewellery to the value of £100, and a wardrobe of dresses, furs, and sealskin jackets to the value of £175. These articles were neither inalienable nor such that the married woman could not do without them, and the contract, therefore, was deemed to have been entered into in respect of them. The present case of *Everitt v. Paxton* involved a succession of purchases of grocery amounting in the whole to over £50. The married woman had an income of £300, which she was restrained from anticipating, and which she received in sums of varying amounts paid on an average about twice a month. In general she was in want of money, but from a comparison of these receipts with the sums known to be paid away by her, it appeared probable that on each occasion when she purchased grocery she had a few shillings in her pocket, and, if this was so, there is, of course, no reason why such a contract should not be made in respect of a small sum of this kind. Hence the case does not touch the important question whether the possession of a few casual coins would support a contract involving a considerable sum of money. It does, however, shew how the difficulty of proving the state of the lady's pocket may amount to a denial of justice to the tradesman. The county court judge and Mr. Justice GRANTHAM were content to go somewhat by conjecture, and they held the plaintiff's case proved. Mr. Justice A. L. SMITH, on the other hand, required actual proof of the possession of money on the occasion of each purchase, and offered the unfortunate plaintiff a new trial for the purpose of producing it. This, of course, would be impossible, and if such rigour of proof is really necessary, it would seem that any married woman who lives up to her income, and is restrained from anticipating it, may successfully set her tradespeople at defiance.

MR. JUSTICE ROMER was engaged two days recently in trying an action of *Llewellyn v. Simpson* (reported elsewhere), being



an action between two solicitors, in which the plaintiff applied for an injunction to restrain the defendant from breaking a covenant contained in his articles in the following words:—"That the said S. shall not, nor will at any time or times hereafter, directly or indirectly, either in his own name or in the name or names of or jointly with any other person or persons, and either with or without fee or reward, use, exercise, practise, or carry on the business or profession of a solicitor or conveyancer of the Supreme Court of Judicature at or in the towns of T. and B., in the county of S., without the licence and consent in writing of the said L. and his co-partner first had and obtained." The defendant had set up in business outside the limits of the forbidden district, and the acts on his part which were complained of were the following:—(1) Acting for clients residing within the district; (2) having professional interviews with such clients within the district; (3) attending auctions within the district as solicitor for the vendors; (4) advertising for the creditors of deceased persons who had resided within the district; (5) conducting cases in the county courts and magistrates' courts held within the district. In the course of the case the learned judge intimated his opinion that the 1st and 4th matters did not constitute breaches of the covenant, but that the 2nd, 3rd, and 5th did; and he held that the 5th matter, being admitted, constituted a ground for an injunction, and that it was unnecessary to discuss the others minutely. Another point had been originally charged as a breach, but was abandoned before the trial in consequence of a judicial expression of opinion on an interlocutory application—namely, acting in the sale or purchase of land situated within the district; and a charge of serving writs within the district was abandoned at the trial. There were other acts also charged which called forth no expression of opinion on the part of the judge—namely, attending professionally at the offices of other solicitors within the district, and acting jointly with solicitors having offices within the district. On searching for authorities on the scope of such a covenant, it will be found that they are very meagre; indeed, we believe that the case of *May v. O'Neil* (1875, 44 L. J. Ch. 660) is the only authority on the effect of such a covenant respecting a solicitor's business. The covenant there was not to practise the business of an attorney or solicitor within the City of London or the counties of Middlesex or Essex, and the defendant was held to have committed a breach by acting for a petitioner in the London Court of Bankruptcy. Some analogy may, however, be drawn from other professions and trades. Thus, in *Turner v. Evans* (1850, 2 E. & B. 512, 2 De G. M. & G. 740), a wine merchant, on selling his business, had covenanted not to carry on a similar business within certain counties, and he was held to have committed a breach by soliciting orders within such counties. Again, in *Brampton v. Beddoes* (1863, 11 W. R. 268, 13 C. B. 538), there was a similar covenant respecting a drapery and hosiery business, and the defendant had accepted orders for the supply of goods within the forbidden district while engaged in collecting debts there; and this was held to be a breach. The matter was carried still further by *Rogers v. Drury* (1887, 36 W. R. 496, W. N., 1887, p. 217), where a covenant in slightly different words had been given on the sale of a medical practice, and some patients residing within the district had called in the defendant, and he had attended them there. This also was held to be a breach. In this state of the authorities, a precise decision on all the points above mentioned would have been instructive; and, in default of its having been given, we think it useful to note the expressions of opinion which fell from the judge. Such a covenant would seem in principle to preclude the covenantor from doing any act within the district for which he would be entitled to make a charge in a bill of costs.

A GROCER'S ASSISTANT, even though he is sometimes employed in lifting or carrying goods, can hardly be said to be ordinarily engaged in manual labour, yet, in the case of *Bound v. Lawrence* (ante, p. 416), a divisional court, consisting of A. L. SMITH and GRANTHAM, JJ., have differed as to whether he is a workman within section 10 of the Employers and Workmen Act, 1875 (38 & 39 Vict. c. 90). This provides that the expression "workman" in the Act shall not include a domestic or menial servant,

but shall include "any person who, being a labourer, servant in husbandry, journeyman, artificer, handicraftsman, miner, or otherwise engaged in manual labour," has entered into a contract of service. The true principle to be applied in construing the words "otherwise engaged in manual labour" was laid down in *Morgan v. London General Omnibus Co.* (32 W. R. 759, 13 Q. B. D. 832), in which an action had been brought under the Act by an omnibus conductor. It was held that, though he might occasionally have to engage in such work as changing the horses, yet his real and substantial business was to get passengers for the omnibus and to collect their fares. In fact he earned his wages for the confidence reposed in his honesty. A refinement of some nicety was introduced in *Cook v. North Metropolitan Tramways Co.* (35 W. R. 577, 18 Q. B. D. 683), where the plaintiff was the driver of a tramcar. On his behalf it was plausibly urged that he was really engaged in "manual labour," since if his hands were injured he could not drive. But the court, which was constituted as on the recent occasion, drew a distinction between manual work and manual labour, and classed the driver with those who, while they undoubtedly use their hands, yet have to use their wits as well. In *Yarmouth v. France* (36 W. R. 281, 19 Q. B. D. 647) the Court of Appeal intervened again, and the distinction formerly taken between incidental and substantial employment this time turned the balance in favour of the plaintiff. Part of his occupation was driving a horse and cart, but his heaviest work consisted in loading and unloading the goods carried in it. After these decisions the case of the grocer's assistant would not seem to present any special difficulty, and, accordingly, Mr. Justice A. L. SMITH held that, as his substantial employment was to serve in the shop, he was not within the Act. Mr. Justice GRANTHAM, on the other hand, relied upon his being a journeyman, but, as this term in section 10 is governed by the words "otherwise engaged in manual labour," his dissentient opinion appears to have assumed that the muscles of the grocer's assistant were in much more frequent request than is usual with persons of his class.

AN IMPORTANT QUESTION was raised in *James v. Smith* (39 W. R. 396) as to the possibility of compelling an agent, who has purchased land and paid for it out of his own money, and who also has taken a conveyance, to give the benefit of the purchase to his principal. It is, of course, essential that he should have paid for it out of his own money, as otherwise there would be an implied trust in favour of the principal, and the Statute of Frauds, therefore, would not apply. And there is no difficulty, moreover, if the agent has not actually taken a conveyance. Although the agent is appointed merely by parol, yet the principal is entitled to the benefit of the agreement, and this is well established by the cases of *Heard v. Pilley* (17 W. R. 750, L. R. 4 Ch. 548) and *Cace v. Mackenzie* (46 L. J. Ch. 564). In the latter case JESSEL, M.R., relied upon the fact that under section 4 of the Statute of Frauds an agent is not required to be appointed in writing, and hence, immediately the vendor signs the contract, the estate in equity passes to the real purchaser. So, in *Heard v. Pilley*, the real purchaser was allowed at the same time to establish the agency as against the agent, and to enforce the purchase as against the vendor. But when the agent has actually taken a conveyance different considerations arise. The only way to get the estate out of him is to hold that he is a trustee for his principal, and this appears to be prevented by section 7 of the Statute of Frauds requiring all declarations of trust to be in writing. The difficulty was regarded as insuperable in *Bartlett v. Pickersgill* (4 East, 577 n.), and although the agent there was convicted of perjury for denying the trust, yet his principal was unable to obtain redress. On the other hand, as was pointed out in *Heard v. Pilley*, this decision seems to be inconsistent with the numerous authorities which proceed on the footing that the court will not allow the Statute of Frauds to be made an instrument of fraud, and probably the Court of Appeal would, if necessary, have overruled it. In *Heard v. Pilley*, however, there had been no conveyance to the agent, and hence the exact point did not arise. In the recent case of *James v. Smith* the difficulty has had to be faced, and Mr. Justice KEKEWICH has preferred to follow the law as laid

down in *Bartlett v. Pickersgill*, and to maintain the Statute of Frauds in its integrity—so far, at any rate, as the 7th section is concerned. On the evidence, however, the fact of the agency was held not to be proved, and there is therefore no chance of the question, which is an important one, being carried further.

TECHNICALITIES which may at times lead to a denial of justice are always to be carefully scrutinized, and such a technicality is the rule laid down in *King v. Hoare* (13 M. & W. 494), that when a cause of action is changed into matter of record, the inferior remedy is merged in the higher, and it is only the judgment which can afterwards be sued upon. But this may operate harshly if the latter, though nominally of a higher nature than the cause of action, does not allow of co-extensive remedies. Accordingly, in *Westmoreland Green and Blue Slate Co. (Limited) v. Fielden* (ante, p. 331), Mr. Justice KEKEWICH refused to apply the rule so as to prevent an action from being brought to recover calls on shares in respect of which a balance order had been made. In *Chalk, Webb, & Co. v. Tennent* (36 W. R. 263) NORTH, J., appears to have refused to allow the balance order itself to be sued upon, but this is obviously a different matter. Actions at law used never to be allowed on decrees in equity (*Carpenter v. Thornton*, 3 B. & Ald. 52), nor can actions be brought upon orders made under a statute for which special statutory remedies have been provided (*Bailey v. Bailey*, 13 Q. B. D. 855). But there is nothing here to prevent an action from being brought for the original calls when the liability for these is not merged in matter of record within the meaning of *King v. Hoare*. It seems clear that such matter of record must be a judgment which really gives all that could be obtained on the original cause of action, and not a special and minor remedy which falls short of this standard.

THE ATTEMPT of the jury in the action brought by Lady HUNTLY against the Bedford Hotel Co. (Limited) to distinguish between the degrees of the negligence of which she and the defendants respectively had been guilty failed, of course, to make any difference to the result. Their verdict was that the loss of the jewellery was caused by the negligence of the hotel servants, and that there had been negligence, though in a less degree, on the part of the plaintiff. This latter negligence, however, whatever its extent, might clearly be a cause of the loss, and hence, on the principle laid down in *Radley v. London and North-Western Railway Co.* (1 App. Cas. 754), it would effectually debar the plaintiff from recovering, unless she could go a step further and show that, in spite of it, the defendants could, by the exercise of ordinary care and diligence, have avoided the loss. In other words, that it was the negligence of the defendants, and not of the plaintiff, which was the real cause of the loss. In point of fact, however, the negligence of each party was of the same kind, and they were guilty of it at the same time. The necessary burden of proof, therefore, could not be discharged by the plaintiff, and the opinion of the jury as to the exact degrees of the negligence was immaterial.

## DEEDS PROCURED BY FRAUD.

### I.

THE case of *Farell v. Wright* (ante, p. 227) reveals a danger to which purchasers are always exposed, and against which it appears to be impossible to guard, the danger, namely, that the execution of one of the deeds on which the title depends may have been procured by fraud, and that, consequently, the deed itself is entirely void. The effect of fraud in producing this result appears to be well established, as well as the limitation that the fraud must be practised in connection with the actual execution of the deed, and not in connection with some antecedent or collateral matter. Some of the earlier authorities, however, in making special provision for the case of fraud practised upon blind and illiterate persons, seem to imply that all others execute deeds at their own risk, and this failure to give to fraud its proper general effect has led to some confusion.

Thus in *Shepherd's Touchstone* (p. 54) it is said, with regard

to the reading of the deed, the only requisite, of course, which concerns the understanding of it by the parties, that, if it be an illiterate man that is to seal the deed, and he desire to hear it read, it must be truly read, or the contents truly declared unto him, otherwise it is no deed. And the same result is said to follow even where he does not ask for the deed to be read, if either the grantee or a stranger interposes and, taking on himself to read the deed, reads it untruly. On the other hand the same authority expressly says that if the grantor can read himself and does not, or if, being illiterate or blind, he does not desire to have the deed read or the contents declared, then the deed is good, even though it be contrary to his mind. This is so at least, the editor (Mr. PRESTON) adds, at law, but equity may correct frauds, mistakes, &c.

And the law, as thus laid down, appears to be correctly taken from the older cases. Of these the most important is *Thoroughgood's case* (2 Rep. 9a), where the plaintiff, THOROUGHGOOD, had executed a release to one CHICKEN of all his interest in certain land on the understanding that the deed was only a release of arrears of rent due from CHICKEN. It appears that the plaintiff was a layman and illiterate, and that, just as the deed was about to be read to him, a stranger took it from the hands of the reader and said, "GOODMAN THOROUGHGOOD, you are a man unlearned, and I will declare it unto you, and make you understand it better than you can by hearing it read." He then proceeded to misstate its effect, saying, "GOODMAN THOROUGHGOOD, the effect of it is this, that you do release to WILLIAM CHICKEN all the arrears of rent that he doth owe to you, and no otherwise, and then you shall have your land again." Whereupon THOROUGHGOOD replied, "If it be no otherwise I am content," and delivered the deed to CHICKEN. Upon these facts it was held that it was not his deed, and three matters were resolved by the court:—(1) Where the grantor is a layman and illiterate, and a stranger interposes and misreads the deed so that the grantor is deceived, then the deed is not binding; (2) such layman, not learned, is not bound to execute the deed unless there is someone present who can read it to him in a language which he understands, though, if the grantor chooses to execute the deed without having it read to him, then he is bound, although it be penned against his meaning; (3) for the above purposes a declaration of the contents is equivalent to reading. Moreover, with regard to the second point, it was resolved about the same time, in *Manser's case* (2 Rep. 3a), that the grantor, before executing the deed, may require it to be read to him; and if he can read, but does not understand the language of the deed, then he can require it to be interpreted to him. For as to both the reading and the language, ignorance of these is *ignorantia facti*. But it is otherwise if a man understanding the words of the deed does not understand their legal effect, for this is *ignorantia juris*, and is no excuse. Hence, when a man is bound to execute a deed on request, he may excuse himself on the ground of ignorance of reading or of the language, and may wait until some person has been found to read or to interpret to him. But he is not entitled to any delay for the purpose of consulting a person learned in the law. *Pigot's case* (11 Rep. 28a) supplements the above by declaring that a blind man, though learned, is to be placed upon the same footing as an illiterate man, because he can only have understanding of the deed by hearing.

These cases, then, appear to shew:—(1) That reading is not essential to the validity of a deed, and anyone who executes it without reading it, or having it read to him, or its contents declared, does so at his own risk. (2) A person who is illiterate or blind may require the deed to be read to him, and a person who is unacquainted with the language used may require it to be interpreted to him. And any fraud practised in the course of such reading or interpretation, which has the effect of deceiving the party executing the deed, renders it invalid. (3) The necessity for such request is obviated when anyone voluntarily reads the deed, and this has the same effect as a reading in pursuance of a request. Any fraud practised in the course of it, which actually deceives, invalidates the deed.

But although these cases countenance the supposition that fraud in connection with the reading of a deed has the effect of rendering it void only in the case of persons who cannot read it for themselves, this is difficult to reconcile with the doctrine that even at law a fraudulent misstatement of the effect of a



deed will make it void whoever the grantor may be. In an early case in Keilway's Reports (70b, pl. 6) it was regarded as immaterial whether he was literate or illiterate, and numerous cases may be found which recognize a general power at law of holding deeds to be void on the ground of fraud. Thus in *Bright v. Eynon* (1 Burr. 395) Lord Mansfield said: "Fraud or covin may, in judgment of the law, avoid every kind of act," and he referred to the instances put in *Fermor's case* (3 Rep. 77). This, however, is subject to the limitation already noticed that the fraud must concern the actual execution of the deed. Fraud which merely conduces to the execution of the deed is not enough. In *Mason v. Ditchbourne* (1 Moo. & R. 460) an attempt was made to invalidate a bond on the ground that its execution had been obtained by means of a previous misrepresentation. But Lord Abinger, C.B., insisted that the fraud must be in the execution of the instrument itself, as if its contents had been misread, or a different deed had been substituted for that which the party intended to execute. "You may perhaps be relieved in equity, but in a court of law it has always been my opinion that such a defence is unavailing, when once it is shown that the party knew perfectly well the nature of the deed which he was executing." Consequently, in *Feret v. Hill* (15 C. B. 207) a lease was held to be valid although it had been obtained by means of a false representation, and a similar decision was given in *Stewart v. Aston* (8 Ir. C. L. R. 35). *Mason v. Ditchbourne* was acted upon by BYLES, J., in *Wright v. Campbell* (2 F. & F. 393), and the same judge in *The Consols Insurance Association v. Newall* (3 F. & F. 130) said that where the nature of the instrument was concealed from the person signing it, and he was misled as to its legal effect, this was fraudulent, and went to the root of the contract. Consequently, the instrument was invalid.

In these cases, therefore, fraud is recognized as vitiating the deed quite apart from the question whether the person upon whom it is practised is literate or illiterate, and no such distinction was referred to in the frequently-quoted case of *Edwards v. Brown* (1 Cr. & J., at p. 312), where it was said that upon a plea of *non est factum* evidence could be given that the party who executed the deed was deceived as to its actual contents. Of course, there may be frauds in which this question would make no difference, as that suggested in *Mason v. Ditchbourne*, where, after a man has read one deed, another is, by a trick, substituted for it. But no distinction of this kind is taken in the cases, and these appear to assume that any deception as to the actual contents of the deed will be sufficient to render it void.

An example of this is afforded by *Kennedy v. Green* (3 My. & K. 699), where a lady, who was the mortgagee of certain property, was induced by her solicitor to execute an assignment of the property to him. This she did upon his representation that the deed was one which was necessary to insure the more punctual payment of the interest secured by the mortgage. At the Rolls it was held that the legal estate passed, although a purchaser from the solicitor was debarred from protecting himself by it on the ground that he had constructive notice of the fraud. On appeal, however, Lord Brougham, C., used language which shewed that the deed might have been declared void on the ground of fraud:—"That there was fraud is abundantly clear; such fraud as, if proved to a court or a jury, would have rebutted all claims at law upon this instrument, and sustained the plea of *non est factum*. Moreover, there are three cases in which STUART, V.C., held deeds to be void on similar grounds. In *Varley v. Cooke* (1 Giff. 230) a solicitor procured a client to execute a deed of mortgage to him to secure a pretended debt. The client, as purchaser of the largest lot at a sale of land, held the title deeds, and was in the habit of executing deeds of covenant to produce them. The solicitor represented that this was such a deed. STUART, V.C., held the deed to be wholly void. He said: "Evidence of imposture, falsehood, and fraud of such a description can be given at law under the plea of *non est factum*, for the instrument is no more a genuine deed than if the signature had been forged." And similar decisions were given by him in *Ogilvie v. Jeaffreson* (2 Giff. 353) and in *Lee v. Angus* (L. R. 7 Ch. 79 n.). These cases were followed by the discussion in *Foster v. Mackinnon* (17 W. R. 1105, L. R. 4 C. P. 704), which may properly be reserved as an introduction to the later authorities on the subject.

## REVIEWS.

## BOOKS RECEIVED.

Trade-Marks: their Registration and Protection in the United Kingdom and Abroad; also, The Merchandise Marks Act, 1887. By JOSEPH SEYMOUR SALAMAN, Solicitor. Kegan Paul, Trench, Trübner, & Co.

An Epitome of Leading Common Law Cases, chiefly intended as a Guide to "Smith's Leading Cases." Seventh Edition. By JOHN INDERMAUR, Solicitor. Stevens & Haynes.

An Epitome of the Law of Probate and Divorce. By J. CARTER HARRISON, Solicitor. Fourth Edition. Stevens & Haynes.

Auctioneers: their Duties and Liabilities. A Manual of Instruction and Counsel for the Young Auctioneer. By ROBERT SQUIBBS, Auctioneer. Second Edition, Revised and partly Re-written. Crosby, Lockwood, & Son.

## CORRESPONDENCE.

## THE PUBLIC TRUSTEE BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—You are entitled to the thanks of the entire profession for your excellent reminder to the Council of the Incorporated Law Society. They have indeed gone to sleep again.

Let them take warning in time; there is a growing feeling that they do not represent the profession, and if that feeling be much further strengthened by the obstinacy and vacillation of the present members of the council, without doubt another body will be elected by the majority of the profession, and the present council will be left out in the cold to lament that, after repeated warnings, they still kept their eyes shut and failed to read the signs of the times.

ONE WHO KNOWS.

## CASES OF THE WEEK.

## Court of Appeal.

Re THORLEY, THORLEY v. MASSAM—No. 2, 27th April.

LEGACY DUTY—TRUST TO CARRY ON TESTATOR'S BUSINESS—ANNUITY TO BE PAID TO TRUSTEES WHILE CARRYING ON BUSINESS—8 & 9 VICT. c. 76, s. 1.

This was an appeal from a decision of North, J. (*ante*, p. 225), the question being whether legacy duty was payable in respect of certain annual payments directed by a testator to be made to his trustees and to his son. The testator at the time of his death, in November, 1876, had a factory for the manufacture of food for cattle at King's-cross. By his will he bequeathed his factory and business of a cattle-food manufacturer to his three executors and trustees upon trust to carry on the business in conjunction with his son. The testator declared that, while his trustees should be carrying on his business, each of them should receive an annual sum of £250 out of the profits thereof. The testator directed a similar sum to be paid to his son whilst he should be managing his business in conjunction with the trustees. After the testator's death the trustees carried on the business in conjunction with the testator's son until his death in 1882. The annual payments, as directed by the will, were made to the trustees and also to the son. The questions were, whether the annual sums directed to be paid to the trustees while they carried on his business were such a beneficial legacy as to be liable to legacy duty, and whether the testator's son took the sums paid to him while he managed the business free of duty. Section 4 of the Stamp Act, 1845 (8 & 9 Vict. c. 76), provides that "every gift by any will of any person, which, by virtue of any such will, is or shall be payable, or shall have effect or be satisfied, out of the personal or movable estate or effects of such person . . . whether such gift shall be by way of annuity or in any other form . . . shall be deemed a legacy, and shall be subject and liable" to legacy duty accordingly. It was contended on behalf of the trustees that the annual payments to them were given not for their benefit so much as for the benefit of the estate; that the testator's language was in the nature of a direction to employ particular managers at stated salaries. It was admitted that such directions conferred on the trustees sufficient benefit to prevent their being competent witnesses to the will under the Wills Act. Similar arguments were adduced on behalf of the son's estate. On behalf of the Crown it was urged that the payments were in the nature of gifts to the trustees and the son for their trouble; and that the fact that the trustees would not take such payments unless they acted did not prevent their being subject to legacy duty. North, J., held that all the payments were liable to legacy duty.

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.) affirmed the decision. LINDLEY, L.J., said that the question raised depended upon the construction of the Act, which must be construed strictly, and so as not to impose legacy duty where it was not properly payable. The questions were, whether the payments were a gift by any will or testamentary instrument of any person, and whether they were payable out of the personal estate of such person. Apart from the will, the trustees could not charge for their trouble of carrying on the business of the testator. They were not

obliged to carry on the business. But there was no implied right to remuneration because they carried on the business. Nor was there any implied contract for payment, because the trustees were both the paymasters and the payees; they had to pay themselves, and a contract to pay could not, therefore, be implied. If they received payment for carrying on the business they must take that payment under the will, and it was a gift, as they could not charge for carrying on the business except under the will. His lordship could not see on principle any distinction between the present case and *Re Pooley* (40 Ch. D. 1). The payments were either a legacy or nothing at all. They were taxable just as much as any other sort of legacy. Was, then, the gift payable or to have effect or be satisfied out of the personal or movable estate of the testator? If it was not payable out of the testator's estate, out of whose estate was it payable? It could not be said that it was not payable out of the testator's estate. The payments to the son stood in the same position. *BOWEN and KAY, L.JJ.*, concurred.—COUNSEL, *Napier Higgins, Q.C.*, and *Charles Maenaghten*; *Vaughan Hawkins*. SOLICITORS, *Collyer-Bristow & Co.*; *Solicitor to the Inland Revenue*.

**Re VIOLET NEVIN (An Infant)**—No. 2, 24th April.

INFANT—CUSTODY—GUARDIANSHIP—RELIGIOUS EDUCATION—DEATH OF FATHER AND MOTHER—ANTE-NUPTIAL AGREEMENT AS TO RELIGION IN WHICH CHILD SHOULD BE EDUCATED.

This was an appeal from a decision of Chitty, J., the question being whether Violet Nevin, an infant, ought to be educated in the Protestant or the Roman Catholic faith. The father was a Protestant, the mother a Roman Catholic. Previously to their marriage an agreement was signed by both of them, which provided that the children of the marriage should be brought up in the Roman Catholic religion. The infant was born in March, 1883, and was, with the father's concurrence, baptized by a Roman Catholic priest, all the sponsors being Roman Catholics. The parents resided at Liverpool. In the beginning of 1886, the father being then in ill-health, and without the means of supporting his wife and child, a Miss Martin, who was a cousin of the mother, and a Protestant, offered them a home with her at Kingstown, in Ireland; this offer was accepted, and the father, mother, and child remained in Miss Martin's house till March, 1886, when the father died intestate. On his deathbed the father commended his wife and child to Miss Martin's care. After the father's death the mother and child continued to live with Miss Martin till June, 1886, when they returned to Liverpool on a visit to a brother of the mother, who was a Roman Catholic. In September, 1886, the child was, at Miss Martin's request, taken over to Kingstown by the brother's wife. This was done with the consent of the mother, with whom Miss Martin was on friendly terms. The child remained with Miss Martin until the mother's death in October, 1889. She died intestate in the workhouse at Liverpool. The child continued to live with Miss Martin till June, 1890, and was maintained, clothed, and educated solely by her; and a strong affection existed between them. In June, 1890, the mother's brother crossed over to Kingstown and forcibly took the child from Miss Martin's custody, and shipped her off without any companion to America, first to New York and afterwards to San Francisco, where she was educated in the Roman Catholic religion. The brother was subsequently compelled to bring the child back to England under a *habeas corpus* at the instance of William Nevin, the child's paternal uncle. The brother took out a summons asking that he might be appointed guardian, in conjunction with the Roman Catholic Bishop of Liverpool, a Roman Catholic solicitor, and the lady superior of a religious house, or one of them, they being all strangers in blood to the child. The brother undertook, if he were appointed, to bring the child up with his own family, and to educate and clothe her. The other persons proposed undertook to take every care for the child's maintenance and education, and to find her a suitable situation when she was sixteen years of age. The application was resisted by William Nevin and Miss Martin. Miss Martin undertook, if she were appointed guardian, not only to maintain, clothe, and educate the child, but also upon her own death to make a provision for her of £100 a year for life; she, however, declined to accept the guardianship if a condition were imposed that the child should be brought up as a Roman Catholic. Chitty, J., held that it was best for the interest of the child that she should return to the custody of Miss Martin and be educated as a Protestant, and he appointed Mr. Nevin and Miss Martin guardians.

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.) affirmed the decision. LINDLEY, L.J., said that the case was peculiar, in that the child had no mother, no father, and no guardian. As matters stood there was no person who had any right at all to the custody of the child. It was the duty of the court to give that protection to the infant which her interests required. Under circumstances like these, the question of paramount importance was, what was most for the interest of the child. The question of religion ought not to be left out of consideration. The father was a Protestant and the mother was a Roman Catholic. Mixed marriages were not looked upon with favour by the Roman Catholic Church, and in order to obtain a dispensation from that Church it became necessary for the husband and wife to sign a document undertaking to bring up the children of the marriage as Roman Catholics. That document was signed by the father and the mother, but it was not clear whether it was a contract between them; it looked like a condition imposed on them. It was said that the clear declaration by the father before his marriage that the child should be brought up as a Catholic ought not to be disregarded; but, on the other hand, there was nothing to shew what, if the father were now alive, and had his attention directed to that which had since happened, and were asked how he would now wish his child to be educated, would be his answer. The court ought to consider what was best for the

interest of the child. The ante-nuptial contract did not bind the husband in any legal sense, as was clear from *Andrews v. Salt* (L. R. 8 Ch. 636). And *Hill v. Hill* (31 L. J. Ch.) was an authority for the proposition that it was not the duty of the court in every case to follow even an express testamentary direction by the father as to the religion in which his children should be educated. Here the infant had been left by the father in the custody of the person who had been kindest to him, and his lordship thought it would not be right to take that custody away. *BOWEN and KAY, L.JJ.*, concurred.—COUNSEL, *Murphy, Q.C.*, *Costelloe*, and *W. H. Stevenson*; *Farwell, Q.C.*, and *T. Willes Chitty*. SOLICITORS, *Clinton & Co.*; *Sharpe, Parker, & Co.*

**Re NATIONAL DEBENTURE AND ASSETS CORPORATION (LIM.)**—No. 2, 28th April.

COMPANY—WINDING UP—MEMORANDUM OF ASSOCIATION SIGNED BY LESS THAN SEVEN PERSONS—FORGED SIGNATURE—CONCLUSIVENESS OF CERTIFICATE OF INCORPORATION—COMPANIES ACT, 1862, ss. 6, 18.

This was an appeal from a decision of Kekewich, J. (*ante*, p. 298), who declined to make an order for the compulsory winding up of the company, on the ground that it had never been duly incorporated by registration under the Companies Act, 1862, because the memorandum of association had been signed by only six persons instead of by seven, as is required by the Act. The evidence satisfied his lordship that, though the memorandum purported to be signed by seven persons, one of them had, in fact, signed twice, in his own name and in another name; and his lordship was of opinion that section 18 did not make the certificate of incorporation conclusive evidence that seven persons had signed the memorandum. On the appeal, fresh evidence was adduced, upon which the court came to the conclusion that it was not satisfactorily proved that the memorandum had been signed by less than seven persons.

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.) accordingly made a compulsory order to wind up the company. But they expressed their concurrence with the opinion of Kekewich, J., that the certificate of incorporation was not conclusive in such a case.—COUNSEL, *Warrington, Q.C.*, and *C. E. E. Jenkins*; *Marten, Q.C.*, and *Warrington*; *G. White*. SOLICITORS, *Saunders, Hawksford, Bennett, & Co.*; *Golding, Mitchell, & Phillips*.

**WOOD v. WOOD**—No. 2, 22nd April.

HUSBAND AND WIFE—DIVORCE ON PETITION OF WIFE—ALLOWANCE FOR MAINTENANCE OF WIFE—"DUM SOLA ET CASTA" CLAUSE—29 & 30 VICT. c. 32, s. 1.

This was an appeal against a decision of Jeune, J., the question being whether, a marriage having been dissolved on the petition of the wife, on account of the adultery and cruelty of the husband, an order for the payment by him of an allowance of £60 per annum for her maintenance ought to contain a *dum sola et casta* clause. There were no children of the marriage; the wife had no property, and the husband had only his pay as an officer in the army. Jeune, J., held that the clause ought to be inserted. Section 32 of the Divorce Act of 1857 empowers the court, "on pronouncing any decree for a dissolution of marriage," to "order that the husband shall, to the satisfaction of the court, secure to the wife such gross or annual sum of money as to the court may seem reasonable." The Act 29 & 30 Vict. c. 32 contains a recital that "it sometimes happens that a decree for a dissolution of marriage is obtained against a husband who has no property on which the payment of any such gross or annual sum can be secured, but nevertheless he would be able to make a monthly or weekly payment to the wife during their joint lives." And section 1 provides that "in every such case it shall be lawful for the court to make an order on the husband for payment to the wife during their joint lives of such monthly or weekly sums for her maintenance and support as the court may think reasonable."

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.) reversed the decision, holding that the clause in question ought not to be inserted. LINDLEY, L.J., read the judgment of the court, as follows:—The court has a discretion, both as to the amount to be paid, and as to the time for which, and the conditions on which, the payment shall continue. This court has constantly disclaimed the right to fetter the exercise by any judge of a discretion vested by Act of Parliament in him; but when a judge, in coming to a decision in a particular case, has apparently been guided by some supposed rule which this court thinks erroneous, or has overlooked some material facts, this court has not shrunk from acting on its own view, and reversing the decision in question. The court in truth cannot act otherwise, without abandoning its functions as a court of rehearing and of appeal. In this case it appears to us that Jeune, J., has proceeded on the assumption that the *dum sola et casta* clause ought to be inserted, unless there is some reason to the contrary. In our opinion there is no rule to this effect, nor is there any rule that the clause ought to be omitted, unless there is some reason for inserting it. There is no rule one way or the other, nor ought there to be any. Each case ought to depend on its own circumstances. What is reasonable for the maintenance and support of the wife for the joint lives of the husband and wife is that which has in each case to be ascertained. The circumstances which have to be taken into account are (1) the conduct of the parties; (2) their position in life, their ages, and their respective means; (3) the amount of the provision actually made; (4) the existence or non-existence of children, and who is to have the care or custody of them; (5) any other circumstances which may be important in any particular case. In the case now before the court there are no children, and no particular circumstances in addition to those which fall under the first three heads. We have, therefore, only to consider them. As regards the conduct of the parties, the wife was the petitioner, and nothing is, or can be, said against her. The misconduct of her husband drove her



to seek a divorce. This is very material in considering whether the words *dum casta* should be inserted, for although, on the one hand, as forcibly pointed out by Jeune, J., it is unjust to make an allowance cease on marriage and not on illicit intercourse, yet, on the other hand, it is an insult to any woman of spotless character to provide against the contingency of her sinking so low as to make such a provision necessary. This view of the question is quite as important as the other. As regards the position of the parties and their respective means, much must turn on these matters. The least that a man ought to do for the maintenance and support of his wife, when he so disregards his own duties to her as to drive her from her home without any fault on her part, and practically force her to obtain a divorce, is to do what he can, consistently with his means, to maintain her in reasonable comfort, having regard to her age, health, and position in society. Both the amount which he ought to allow her, and the duration of such allowance, ought to be fixed with reference to this consideration. The amount of her property (if any) ought obviously to be taken into consideration. If, as in this case, the husband's means are such that he can only allow her a bare subsistence, and she has nothing, it seems to us unjust to her that even this subsistence money should cease merely because she may marry again. The continuance of the allowance may conduce very materially to her marriage, and to her future comfort and happiness. On the other hand, justice to him does not, in our opinion, require the cessation of so small an allowance on her marriage again. Under the circumstances, therefore, of this case—viz., the innocence of the wife, the misconduct of the husband, the fact that the wife has no property, and the smallness of the allowance made to her, it appears to us that the clause *dum sola et casta vixerit* should be struck out.—COUNSEL, T. Tyrrell and H. C. Gollan; Bayford, Q.C., and Barnard. SOLICITORS, J. Banks Pittman; J. Pierce.

### High Court—Chancery Division.

**Re THE CONTINENTAL UNION GAS CO. (LIM.)**—Chitty, J., 25th April.  
COMPANY—REDUCTION OF CAPITAL—CONVERSION OF REDUCED SHARES INTO STOCK—ALTERATION OF VOTING POWER.

In this case the court was asked to confirm a special resolution by the company for reduction of its capital by reducing a part of its ordinary shares. The capital of the company was originally £400,000, divided into 20,000 shares of £20 each, but pursuant to powers contained in the memorandum of association the capital had from time to time been increased, and now consisted of £1,000,000, divided into 50,000 shares of £20 each, of which 10,000 were preference and 40,000 ordinary shares. All the 50,000 shares had been issued, and on the 10,000 preference shares £20 each had been paid, and also on 27,866 ordinary shares, but on 12,134 ordinary shares £14 each only had been paid. The articles of association as originally framed did not contain power to reduce capital, but by a special resolution duly passed on the 12th of August, 1890, and confirmed on the 27th of August, 1890, clauses were added to the articles empowering the company from time to time by special resolution to reduce its capital by reducing the liability on its partly-paid shares, or any part of them, as might seem expedient, and also to convert any paid-up shares into stock, such stock to confer on its holders the same privileges and advantages as regarded participation in profits and voting at meetings and for other purposes as would have been conferred by shares of equal amount paid up in the capital of the company, but so that, except as regarded participation in profits, this last provision was not to apply to aliquot parts of stock of such amounts as would not, if existing in shares, have conferred such privileges or advantages. By a special resolution duly passed on the 9th of September, 1890, and confirmed on the 24th of September, 1890, it was resolved that the capital of the company be reduced from £1,000,000 to £927,126, by reducing the 12,134 shares of £20 each (with £14 paid thereon) to 12,134 shares of £14 each. By the articles of association of the company its members were entitled to one vote in respect of each share. It was admitted that it was the intention of the company to convert the shares into stock if the reduction was sanctioned. The company was most prosperous, and was amply solvent.

CHITTY, J., said that it was unnecessary to go into any questions which had been raised as to whether the court would sanction a reduction of part only of the same class of capital. In the present case, if the proposed reduction was confirmed, and the conversion of the shares into stock was carried out, the holders of £14 shares would only get votes for every £20 of stock they might hold. This was by itself a fatal blot, and on this ground alone he dismissed the petition.—COUNSEL, Byrne, Q.C., and Reginald Hughes. SOLICITORS, Hughes, Masterman, & Rew.

**Re THE ROCK INVESTMENT TRUST (LIM.)**—North, J., 23rd April.  
COMPANY—WINDING UP—PETITION BY SHAREHOLDERS—OPPOSITION BY LARGE MAJORITY OF SHAREHOLDERS—"JUST AND EQUITABLE"—COMPANIES ACT, 1862, s. 79.

This was a petition presented by five shareholders, holding together fifty fully paid-up £5 shares, for the winding up of the company by the court. The nominal capital was £300,000, divided into 60,000 shares of £5 each. The paid-up capital did not exceed £100,000. The objects of the company as defined by the memorandum of association included (1) "The investing, varying, and dealing with the moneys of the trust in, or otherwise acquiring and holding, any of the investments following (that is to say), the shares, stocks, bonds, obligations, debentures, debenture stock, scrip and securities of any company, trust, or corporation formed under British, foreign, or colonial law, either general or special, or of any Government, State, dominion, Sovereign, province, municipality, or

ruling, or of any public authority, British, foreign, or colonial, or for the payment of the principal or interest of which the credit or any property or revenue of any such Government, State, dominion, Sovereign, province, municipality, or ruling, or public authority is pledged, charged, or made liable, and upon such other securities and in such manner as may from time to time be determined; also the purchase of reversionary interests in property." The objects also included (*inter alia*) the carrying on the businesses of bankers, financial agents, money lenders, land and general agents, printers, publishers, and newspaper proprietors. On behalf of the petitioners it was alleged that the trustees, who managed the affairs of the company, had thrown every obstacle in the way of a full investigation of its affairs by a committee of investigation which had been appointed by the shareholders; that the business had been conducted in a reckless manner; that a large amount of assets had already been lost; and that, though the trustees had the support of an overwhelming majority of the shareholders, they were small holders, chiefly working and uneducated men, who did not understand the true position of affairs, and therefore it was just and equitable that a winding-up order should be made. On behalf of the company it was urged that the company was carrying on its proper business, that whether the business should go on or not was essentially a question for the shareholders themselves to decide, and that the petition was not a genuine one. It was brought by the holders of a very small amount of capital, and, as the evidence showed, at the instigation of a person who instructed the solicitors and paid the costs, and had only recently become a shareholder in respect of four shares, for which he had paid £5. Counsel appeared for 2,700 shareholders to oppose the petition.

NORTH, J., said that the petitioners were five in number, holding, in the aggregate, fifty fully-paid up shares of £5 each. It was presented in their names on the instigation of a Mr. Batten, who very recently, and since the troubles of the company came to a head, purchased four fully paid-up shares for £5, but was not himself a petitioner. It was opposed by the company and by about 2,700 shareholders. His lordship did not feel justified in making an order to wind up the company against the opposition of those shareholders at the instance merely of such applicants. He had come to this conclusion with extreme reluctance. He was satisfied it would be to the advantage of all the shareholders, consisting almost entirely of the labouring and working classes, who had been induced to invest their little savings in acquiring three or four shares, that such a business (which in their interest never should have begun) should be brought to a close as soon as possible, and that the small remnant (if any) of their investments should not be made the subject of further speculation of the wildest character by trustees whose accounts and report (such as they were) have never been adopted, who abstained from making any affidavit to justify what had occurred upon which they might be subjected to cross-examination, and who were doing all they could to prevent any investigation by the shareholders into the affairs of this wretched company. But he did not feel justified in directing a winding up merely at the instance of such petitioners as were now before him, against the express wish of such a large body of shareholders. He had been asked to have a meeting of the shareholders summoned, but this would be useless, unless there was some person thoroughly acquainted with the position and management of the company whom he could trust to lay its affairs fully and correctly before the meeting. But there was not any such person, and the same thing which prevented his making a winding-up order prevented his directing any investigation to be made for the purpose. If the application had been made by competent petitioners who had stated the facts now disclosed, the result might have been different. He must dismiss the petition, but without costs.—COUNSEL, Cozens-Hardy, Q.C., and C. E. E. Jenkins; Everitt, Q.C., and Percy Wheeler; Napier Higgins, Q.C., and Percy Wheeler. SOLICITORS, Saunders, Hawkesford, & Bennett; Godden & Hare.

**Re BRACE, WELCH v. COLT**—North, J., 25th April.

GENERAL POWER OF REVOCATION AND NEW APPOINTMENT—EXERCISE BY GENERAL DEVISE—WILLS ACT, 1837, s. 27.

The question in this case was, whether a general devise of her real estate contained in the will of a testatrix amounted, by virtue of section 27 of the Wills Act, to an exercise of a power which was reserved to her by a deed of appointment executed in 1870 to revoke by deed or will the uses to which an estate called Heron Lodge was limited by the deed, and by the same or any other deed or will to appoint other uses thereof. By the deed of 1870 the estate was limited (subject to some life interests) to the use of trustees, upon trust for sale and to divide the proceeds equally among all the children of a niece of the testatrix. By her will the testatrix devised all her real estate to trustees, upon trust for sale and to divide the proceeds equally between two of the children of the niece. The testatrix had no real estate of her own. The niece had five children. The life estates under the deed of 1870 had expired. On behalf of the two children of the niece in whose favour the devise was made by the will, it was contended, that the power to revoke the uses limited by the deed of 1870 and to appoint other uses had been exercised by the general devise in the will, because that power enabled the testatrix to appoint the estate in any way she pleased. It was argued that it could make no difference whether a power was given to appoint property, and, subject thereto, the property was limited to certain uses, or whether the property was first limited to those uses, and then a power was reserved to revoke them and to appoint others.

NORTH, J., held that the power had not been exercised by the will. He thought the point was clear on authority and on principle. The argument came to this, that a general devise of real estate by will operated as a revocation of every previous exercise by the testator of any general power of appointing real estate in regard to which he had reserved a power of revo-

ation, and which was still subsisting. This was a very startling proposition, and his lordship did not think this was intended by section 27 of the Wills Act. Whenever there was an existing appointment, it must be got rid of before another appointment could be made; the existing uses must be revoked and others must be substituted for them. This did not require the use of any particular words; it might be done *uno flatu* by one instrument, or it might be done by two different instruments. Moreover, it was clear law as well as common sense that it might be done by the use of words which could only have effect by implying a revocation of the existing uses. If a man said, "Although I have given the property to A., I now mean to give it to B.," that would really amount to a revocation of the first gift and a substitution of the second. But there must be something to shew that the first appointment was displaced. In the present case his lordship could find nothing to displace the appointment to the five children. There was nothing to supersede or displace it, except so far as it might become ineffectual. Of course a person to whom property was appointed could not be compelled to take it, and, if one of the five children should reject the appointment in his favour, the original power would be still subsisting to that extent, and it would be exercised by the general devise in the will, but it was not otherwise exercised by the will. This view was in accordance with *Pomfret v. Perring* (5 D. M. & G. 775), *Palmer v. Neuell* (20 Beav. 32), and *Charles v. Burke* (43 Ch. D. 223 n.). The latter case could not be distinguished from the present.—COUNSEL, *Quin; Cozens-Hardy, Q.C., and R. F. Norton; Rigby, Q.C., and Ingle Joyce; Clark. SOLICITORS, W. W. Gabriel; Ridsdale & Son; Dunster & Chapman.*

**THE KENSINGTON AND KNIGHTSBRIDGE ELECTRIC LIGHTING CO. (LIM.) v. THE LANE FOX ELECTRICAL CO. (LIM.)**—Stirling, J., 24th April.

PATENT—INJUNCTION—THREATS—ALLEGED INFRINGEMENT—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57), s. 32.

This was a motion by the plaintiff company for an injunction to restrain the defendant company from threatening the plaintiffs, their customers, or any other person or persons, with legal proceedings or liability in respect of any alleged infringement of certain letters patent claimed by the defendants to have been assigned to them. The letters patent were in relation to an invention of Mr. St. George Lane Fox, of which he was the registered owner, but which he had agreed on the 31st of July, 1890, to assign to the defendant company. On the 15th of November, 1890, he had commenced an action against the plaintiff company for infringing his patent, but they had not yet put in their defence. The threats complained of were contained in a letter and accompanying circular sent to Messrs. John Barker & Co., of Kensington (among other customers of the plaintiff company), warning them that by being supplied with the plaintiff company's electric light they were infringing the defendant company's patent, and offering an indemnity upon certain terms.

STIRLING, J., said that the question in this case turned on the construction of section 32 of the Patents, Designs, and Trade-Marks Act of 1883, which gave any person aggrieved by threats of legal proceedings, made by a person claiming to be a patentee, the right of bringing an action against him, and obtaining an injunction against the continuance of such threats, if the alleged infringement was not in fact an infringement of any legal rights of the person making such threats; but provided that the section should not apply if the person making such threats should with due diligence commence and prosecute an action for infringement of his patent. No doubt the letter complained of here contained a threat, and it was made by the defendant company as persons "claiming to be patentees of the invention" within the definition of the Act. The plaintiff company were further "persons aggrieved," and entitled to bring this action against the defendant company making such threats in respect to the alleged infringement of their legal rights. But here the defendant company had in fact no legal rights, having nothing more than an equitable right to an assignment of Mr. Lane Fox's patent upon some terms not disclosed. It was further the fact that the capital of this company consisted of 100 £1 shares, deemed to be fully paid up, of which Mr. Lane Fox was a large shareholder. Mr. Lane Fox had, in fact, brought the action for infringement against the plaintiff company in his own name, which clearly shewed the defendant company had no right to sue; and Mr. Lane Fox might have good reasons for not being willing to clothe them with the legal title to do so. They could only enforce their rights by an action, to enforce the contract, against Mr. Lane Fox. Then the proviso in section 32 of the Act did not apply, because the action for infringement had not been brought by the persons making the threats, the defendant company, but by Mr. Lane Fox, the legal owner of the patent; and, further, damages for the threats could only be obtained from this company with a nominal capital of £100. Consequently, an order must be made for an injunction to restrain the continuance of such threats.—COUNSEL, *Graham Hastings, Q.C., and Wallace; J. C. Graham. SOLICITORS, Deacon, Gibson, & Medcalf; Sydney Morse.*

**Re CUNNINGHAM'S CONTRACT**—Stirling, J., 21st April.

TRUST FOR SALE—POWER TO APPOINT NEW TRUSTEES—HEIR OF SURVIVING TRUSTEE—ACTING TRUSTEE—BARE TRUSTEE—VENDOR AND PURCHASER ACT, 1874 (37 & 38 VICT. c. 78), s. 5—LAND TRANSFER ACT, 1875 (38 & 39 VICT. c. 87), s. 48.

This was a summons on behalf of the vendors of certain hereditaments at Bristol to have it declared that they were duly appointed trustees of the indenture under which they purported to sell this property. The title commenced with indentures of lease and release made in the year 1836, by the second of which a power of appointing new trustees was given, first, to certain persons parties thereto (all of whom died without exercising their

power), and next to "the acting trustees or trustee for the time being" of the indenture. The surviving trustee, T. Penny, died in 1855, intestate as regards trust estates, and leaving T. H. Penny his heir-at-law, who died in 1857, also intestate as regards trust estates, and leaving T. H. S. Penny his heir-at-law. T. H. S. Penny died intestate in 1876, leaving his three daughters his co-heiresses-at-law, who, by an indenture of June, 1890, purported to appoint the vendors trustees of the indenture of release of 1836.

STIRLING, J., said the question was whether the deed of June, 1890, was a valid exercise of the power of appointment. First, from the case of *Morton v. Hallett* (28 W. R. 895, 15 Ch. D. 143), it was plain that the heir-at-law of a surviving trustee who has the legal estate could execute a trust for sale. Here the trust estate had devolved on the three daughters of T. H. S. Penny, and, assuming they had the legal estate, they could exercise the trust for sale; and, further, following the same case, they, being persons capable of executing the trust, could be "trustees for the time being" within the deed of 1836; and the very fact of their exercising their power of appointing new trustees shewed them to be "acting" trustees within the same deed. There remained the question as to whether the legal estate had vested in them on the death of their father, who it was said was merely a "bare trustee" within section 5 of the Vendor and Purchaser Act, 1874, and section 48 of the Land Transfer Act, 1875; and that consequently on his death intestate the estate devolved on his personal representative. On this question there were conflicting opinions of Hall, V.C. (in *Christie v. Orington*, 24 W. R. 204, 1 Ch. D. 279), and Jessel, M.R. (in *Morgan v. Swansea Urban Sanitary Authority*, 27 W. R. 283, 9 Ch. D. 582), but he preferred to follow the former's view, and to hold that T. H. S. Penny was more than a "bare trustee," and consequently that the vendors could make a good title to the property.—COUNSEL, *Laues; Warrington. SOLICITORS, Meredith & Co., for Hunt, Hodson, Bobbett, & Castle, Bristol; Torr & Co., for W. H. Atchley, Bristol.*

**WAVELL v. MITCHELL**—Kekewich, J., 25th April.

PRACTICE—MORTGAGE—PARTIES—FORECLOSURE—PLAINTIFF ALSO MADE DEPENDANT—TRUSTEES REPRESENTING CESTUIS QUE TRUST—R. S. C., XVI., 8.

In a foreclosure action the plaintiff, a first mortgagee, was also made a defendant as second and third mortgagee with other persons. The other parties were second, third, and fourth mortgagees and the executors and trustees of the will of the deceased mortgagor. The beneficiaries under the will were not parties. The action now came on as a short cause on motion for judgment for foreclosure.

KEKEWICH, J., said that the same person must not be made both plaintiff and defendant, and the pleadings must be amended accordingly. On the question whether the *cestuis que trust* were sufficiently represented by the trustees his lordship said that the effect of a decree for foreclosure would be to deprive the testator's estate of a property which the beneficiaries might value. That ought not to be done in their absence. It was now settled that trustees did not sufficiently represent their *cestuis que trust* on a motion for judgment for foreclosure. The last case on the point was *Griffith v. Pound* (45 Ch. D. 553, 38 W. R. Dig. 159). That rule only applied to a final order. So he would make an order for accounts, which might proceed in the absence of the beneficiaries, and give the plaintiff liberty to apply for an order for foreclosure. On that application the beneficiaries must be present.—COUNSEL, *T. B. Napier; Bramwell Davis. SOLICITORS, Rowcliffes, Rawle, & Co.; Jaques & Co., for Neill & Broadbent, Bradford.*

## High Court—Queen's Bench Division.

**MOUL v. GROENINGS**—24th April.

COPYRIGHT—MUSICAL COMPOSITION—OWNER OF FOREIGN COPYRIGHT—"RIGHTS AND REMEDIES"—"SUBSISTING AND VALUABLE INTERESTS"—INTERNATIONAL COPYRIGHT ACT, 1886 (49 & 50 VICT. c. 33), s. 6.

The question in this case was as to the rights in this country given to the owner of the French copyright in a musical composition by section 6 of the International Copyright Act, 1886, which provides that "where an Order in Council is made under the International Copyright Acts with respect to any foreign country, the author and publisher of any literary or artistic work first produced before the date at which such order comes into operation shall be entitled to the same rights and remedies as if the said Acts and this Act and the said order had applied to the said foreign country at the date of the said production; provided that where any person has, before the date of the publication of an Order in Council, lawfully produced any work in the United Kingdom, nothing in this section shall diminish or prejudice any rights or interests arising from or in connection with such production which are subsisting and valuable at the said date." The plaintiff Mayeur was the author of a musical composition which he first produced at Paris in 1877, he obtained the copyright in France but not in England. In March, 1887, the defendant, a bandmaster at Brighton, bought the score of the music from an English publisher, Lafleur, and since that time was in the habit of causing it to be performed by his band. In December, 1887, an Order in Council issued under the Act applied the Act to French subjects, and it was not disputed that the plaintiff came within section 6. The action was brought in the Brighton County Court asking for damages and an injunction, and his Honour Judge Martineau gave judgment for the defendant, holding that he had "rights or interests" within the proviso to section 6. The plaintiff appealed.

A. L. SMITH, J., in the course of a considered judgment, said: The question is whether the defendant is within the exempting part of the



section so as not to be liable in the action. It is obvious that the Act of 1886, while affording protection in this country to foreign authors of musical pieces composed and first performed in a foreign country, expressly intended to protect and preserve certain rights and interests subsisting in this country at the date when the Act applied. The question is, what such protected and preserved rights and interests are. The proviso, it will be seen, includes Lafleur, for he lawfully published and sold the piece in this country before the order, and was, I understand, continuing to sell it; and it also includes the defendant, because he lawfully performed the polka by his band before the order, and was continuing to do so; but it is said that at that time neither Lafleur nor the defendant had any rights or interests "arising from or in connection with the publication or performance of the piece then subsisting and valuable." I agree with the interpretation which Mr. Scrutton in his excellent work upon copyright places upon the words "lawfully published or performed"—i.e., without contravening any existing copyright. It is only as regards the defendant that I have to decide, but it is convenient, in the first place, to consider whether Lafleur, who printed and published the polka, had any right or interest of value subsisting in the piece at the date of the order, and then consider the case of the defendant. It appears to me that the Legislature drew a distinction between "rights" and "interests" (the words being used in the disjunctive); and, to understand what is meant thereby, it becomes important to remember the position of many authors and publishers in this country when the Act was passed. By the International Copyright Act, 1844 (7 Vict. c. 32, s. 6), to entitle a foreign author to the copyright of a foreign work in this country, it must have been registered within a time to be prescribed by each Order in Council. In 1886 there existed many foreign works with copyright in their own country, but which had no protection here; and, in connection with such works, English authors and publishers were in the habit of bringing out reproductions, with such additions and alterations as to give them a protection under the English Copyright Acts. In these cases the English translator or adaptor, besides his "right" in the popular sense to reproduce, in common with all mankind, a work or copyright in England, had a "right," in the strict legal sense of the term, under the English Copyright Acts, having obtained for his translation or adaptation protection thereunder. It is true he could not prevent other persons going to the foreign original for a similar purpose, but he could prevent them from saving themselves the trouble of translating or adapting by copying his work without going to the original. It is to this class of cases, in my judgment, that the term "rights arising" from or in connection with publication applies; but it is not suggested that Lafleur had any such rights. There also existed another class of cases in which English publishers had bestowed no original labour on the foreign works they produced here, but had simply reproduced them, as Lafleur had reproduced the piece in this instance. In this class of cases, in my judgment, the English publishers would not have acquired "rights" within the meaning of the proviso. It is true that they would have, popularly speaking, a right to reproduce the works as everyone else had, for no one could stop them; but, though they had this "right" to produce, they would not, in my judgment, in the terms of the proviso have "any rights arising from or in connection with their production." They had no further "right" on the day after they had produced the work than they had the day before; and I arrive at the conclusion that in this case neither Lafleur nor the defendant had any "rights" arising from or in connection with the publication or performance of the piece within the true meaning of the proviso. But had not Lafleur an "interest" arising from or in connection therewith? If the publisher of a work has invested capital in its production, and depended for the return of the capital upon the sale of copies in stock, or, it may be, upon the proceeds of a second edition, and was in such a position at the date of the order, why has he not an "interest" arising from or in connection with the production of the work "subsisting" at that date? In my judgment he has; and that it was to meet cases such as these that the word "interest" was inserted in the proviso. He has a direct subsisting pecuniary interest in the continuation of the production or "in connection" with it; and the proviso is that such an interest is not to be diminished or prejudiced, which it would be if, under the Act, the further production of the work could be stopped. This instance of a publisher is not exhaustive, and other examples might be given. I hold, therefore, that Lafleur would have an "interest" within the proviso, assuming he was in the position suggested. Then comes the question as to the defendant. Why had he not an "interest" arising from or in connection with the performance of the polka then "subsisting" and of value? For the reasons above given he had no "rights" within the proviso, but why had he not an "interest"? In my judgment there was evidence that he had an interest then subsisting—viz., an interest to recoup and obtain a return for the outlay he had been put to in purchasing the piece and training his band to its performance, and possibly in adapting it to different parts for his men, and that was an "interest of value" within the proviso, and so protected and preserved. The county court judge was therefore right, and the appeal must be dismissed. GRANTHAM, J., delivered a judgment to the same effect.—COUNSEL, *Asquith, Q.C., Rose-Innes, and Roskill; Cutler, Q.C., and Morgue*. SOLICITORS, *Mann & Taylor; Thomas & Hick*.

#### HOARE v. NIBLETT—23rd April.

MARRIED WOMAN—JOINT CONTRACTOR—LIABILITY—RES JUDICATA.

This case raised a question as to whether the rule in *Kendall v. Hamilton* (4 App. Cas. 504), that a judgment (although unsatisfied) against one of two joint contractors is a bar to a subsequent action against the other joint contractor, applies where one of the joint contractors is a married woman. Charles Niblett (the husband of the present defendant) by an

agreement in writing of the 19th of September, 1888, contracted (through his agent) to let to the plaintiff a furnished house for a year, with an option of purchasing the furniture. It was assumed for the purposes of the present decision that the agent was acting for the wife as well as for the husband. The plaintiff sued the husband for breach of this agreement and recovered judgment against him; this judgment was not wholly satisfied by reason of his bankruptcy, which supervened. The plaintiff then sued the wife in the Clerkenwell County Court upon the same contract and for the same breaches. The county court judge held that the judgment against the husband was a bar to the present action (on the authority of *Kendall v. Hamilton*) and nonsuited the plaintiff. It was argued on appeal that the wife's contract could only be as to her separate estate, while that of the husband was personal, and that, therefore, there were two distinct contracts, and the rule as to joint contractors did not apply.

A. L. SMITH, J., in the course of a considered judgment, said that the argument for the plaintiff would lead to the result that a married woman could not, by possibility, enter into a joint contract, for she must always contract in respect of something different from her co-contractor, and that would be so even if she jointly contracted with another married woman. To that proposition he could not agree. Section 1, sub-section 2, of the Married Women's Property Act, 1882, allowed a married woman to be sued in respect of anything in respect of which a man could be sued, subject to her power to contract being limited, and the remedy confined, to her separate estate. Therefore, in this case, if the defendant had separate estate when she contracted, she could contract as a *feme sole*, and consequently could enter into a joint contract; if she had not, she could not be sued at all. Therefore, whichever way it was taken, the plaintiff could not succeed, for if the defendant had separate estate the rule as to joint contractors applied, and if not, she could not be sued. The judgment of nonsuit was, therefore, right. GRANTHAM, J., concurred. If the action were to be treated as an action against the wife contracting in reference to her separate estate, she must have entered into a joint contract with her husband, because, the transaction being one, the contract being one, and the subject-matter of the contract being the same, it was exactly the same cause of action as that on which the plaintiff had first sued. In that action the plaintiff had obtained judgment against one of the two joint contractors, and the ordinary rule applied.—COUNSEL, *Willis, Q.C., and E. T. Blackwell; Gerard Laing*. SOLICITORS, *Law & Sons; E. W. Esell*.

#### ALLCHURCH AND PARROTT v. THE ASSESSMENT COMMITTEE OF THE HENDON UNION—14th April.

POOR RATE—TENANTS—SEPARATE RATEABILITY—DWELLING-HOUSE—REPRESENTATION OF THE PEOPLE ACT, 1867 (30 & 31 VICT. c. 102), ss. 3, 7, 61.—PARLIAMENTARY AND MUNICIPAL REGISTRATION ACT, 1878 (41 & 42 VICT. c. 26), s. 5.

Special case stated by the chairman of the Middlesex Quarter Sessions, the question being whether the appellants were, or were not, liable to be jointly rated. The appellants were jointly assessed and rated as joint occupiers of a house and yard. The house contained nine rooms, four on the ground floor and five on the first floor. The front door opened into a passage which communicated with the ground floor rooms, and also by means of an internal staircase with the first floor. The back yard, in which was the only water closet, was reached from the ground floor by a door opening out of one of the ground floor rooms, and from the first floor by a door and outside staircase leading from one of the first floor rooms. The appellants were weekly tenants, each with a separate letting, rent-book, and key. The appellant Parrott had the exclusive use and occupation of the rooms on the ground floor, and the appellant Allchurch of the rooms on the first floor; the back yard was jointly used. Each floor had its own kitchen, scullery, and coal-bin. The tenant of the ground floor had never been in the first floor rooms, nor had the tenant of the first floor himself ever used the inside staircase; his wife and children usually used the outside staircase and the back entrance to the yard, but a person calling upon either tenant came in at the front door, where also letters for both tenants were left. The tenant of the ground floor had the only key of the front door, and the tenant of the first floor had the only key of the door leading to the outside staircase. Upon these facts the court of quarter sessions held that each tenant was the sole and exclusive occupier of a separate tenement or hereditament capable of being rated, and that the rate was therefore bad.

A. L. SMITH, J., after stating the facts, said: The Representation of the People Act, 1867, enacts that every rated occupier is to have the parliamentary franchise, and (section 7) that "the full rateable value of every dwelling-house or other separate tenement, and the full rate in the pound payable by the occupier, and the name of the occupier shall be entered in the rate book"; and (section 61) that "dwelling-house" shall include any part of a house occupied as a separate dwelling and separately rated to the relief of the poor. That interpretation of the word "dwelling-house" is altered by section 5 of the Parliamentary and Municipal Registration Act, 1878, to "any part of a house where that part is separately occupied as a dwelling." The result is that any part of a house which is separately occupied must also be separately rated. It is not now the law that there must be a structural severance between the parts separately occupied; separate occupation of itself creates a severance. That is my opinion, and on looking at the cases I find that *Kirby v. Biffen* (30 W. R. 823, 8 Q. B. D. 195) is an authority for that view. It seems to me that on the construction of the statutes and on the authorities the court of quarter sessions was right, and this appeal must be dismissed. GRANTHAM, J.—I am of the same opinion. I think that the two parts of this house are separately rateable, and that that was the law before the case of *Kirby v. Biffen* was decided. I base my judgment upon the facts as the

court did in *Cook v. Humber* (10 W. R. 427). In *Thompson v. Ward* (L. R. 6 C. P. 327, 19 W. R. Dig. 53), decided in 1871, long before the Act of 1878 came into operation, Brett, J., says, at p. 338, "Although there need not be a structural separation, there must be a practical separation of the thing occupied from the rest of the house. The true construction seems to me to be that the part of the house occupied by the inhabitant of it who claims to be registered should be so situated in the house of which it is a part and should be in such a condition as to be capable of being used, and should be in fact used, as houses wholly separated from other houses are used by their inhabitants." That is exactly the case here; there is no evidence that the occupant of the ground floor had the slightest right to go up the inner staircase. On the facts, therefore, I am of opinion that these persons are entitled to be separately rated, and if there had been any difficulty upon the construction of the earlier Act I agree with my learned brother that it has been entirely removed by the Act of 1878. Appeal dismissed.—COUNSEL, *Staveley Hill, Q.C.*, and *Page; Poland, Q.C.*, and *Bartley Dennis*. SOLICITORS, *D. R. Soames; Warburton & De Pauler*.

**REG. v. THE JUDGE OF THE COUNTY COURT OF HALIFAX AND BAIRSTOWE**—22nd April.

COUNTY COURT—JURISDICTION—ACTION FOR INFRINGEMENT OF PATENT—VALIDITY OF PATENT—"TITLE TO ANY FRANCHISE"—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57), ss. 28, 29, 117—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 56.

This case raised the important question of whether a county court has jurisdiction to entertain an action in which the validity of a patent is in question. The plaintiff sued the defendant in the Halifax County Court, claiming damages for an alleged infringement of his patent. The defendant denied the validity of the patent. The county court judge held that he had no jurisdiction, and the plaintiff obtained a rule nisi for a *mandamus*, calling upon him to shew cause why he should not hear and determine the action. It was contended on behalf of the defendant, who shewed cause against the rule, that a patent was a "franchise," and that, therefore, an action in which the title to it was called in question was excepted from the jurisdiction of county courts by the proviso to section 56 of the County Courts Act, 1888. It was also said that the only legal proceedings contemplated by the Patents Act, 1883, were proceedings before "the court," which was defined by section 117 to mean "the High Court of Justice in England," and that the provisions of the Act as to pleadings and particulars in patent actions could not be complied with if the action were brought in the county court. On the other side it was argued that it was a mere personal action, and that the county court had jurisdiction under section 56: that the provisions of the County Courts Act and rules as to particulars and special defences specially met the requirements of the Patents Act, and that the right of action was a common law right, independent of the provisions of the Patents Act.

POLLOCK, B., delivered the considered judgment of the court (POLLOCK, B., and CHARLES, J.).—This action was commenced in the County Court of Yorkshire, holden at Halifax, for the infringement of a patent. The defendant denied the validity of the patent, and upon the case coming on for hearing the judge declined to hear it, upon the ground that the court had no jurisdiction. The plaintiff then applied to this court for an order directing the judge to proceed with the case. The question, therefore, for our determination is whether or no the county court has jurisdiction to try such an action where the plaintiff's title to the patent is in issue. No instance of such an action having been tried in a county court was brought to our attention, and there are good reasons why, in practice, such actions should be brought in the superior courts. The right of the Crown to grant letters patent to a person for the sole use of any art first invented by him is a part of the ancient Royal prerogative; this right has been limited by the Statute of Monopolies, but the grant is founded on the common law right of the sovereign. In modern times, although the right conveyed to a subject by a patent is the same as existed in the time of James I., and an action is now, as then, maintainable by the grantee of a patent against anyone who causes him damage by an infringement of the procedure, which is necessarily peculiar in its requirements as to particulars, inspection, and other matters, has been dealt with first by rules of court, and later by statutes. The existing Act (by which the earlier provisions have been repealed) is 46 & 47 VICT. c. 57. Sections 28 to 32 provide in detail for the procedure of "the court" in a patent action, and by section 117 "the court" is defined as meaning "her Majesty's High Court of Justice in England." Hence either party, plaintiff or defendant, who is desirous of availing himself of such procedure can do so only where the action is in that court. It was argued before us that this alone would denote such an intention on the part of the Legislature that all proceedings in patent actions should take place in the High Court as to deprive the county courts of jurisdiction. We think, however, that this proposition does not exhaust the question, and that, although it is not without some weight, it is by no means conclusive. We must, therefore, next look to see what is the jurisdiction of the county courts. The jurisdiction of the county court is given by the original County Court Act of 1846 (9 & 10 VICT. c. 95), s. 58, and the same language, with a variation as to pecuniary limit, occurs in the Act of 1888, s. 56. By this section "all personal actions, where the debt, demand, or damage claimed is not more than £50," may be commenced in county courts. The words "personal actions" clearly include an action for the infringement of a patent, but in both of these Acts the following proviso occurs:—"The court shall not have cognizance of any action of ejectment, or in which the title to any corporeal or incorporeal hereditaments, or to any toll, fair, market, or franchise shall be in question, or for any libel or slander, or for seduction, or for breach of promise of marriage," and it was contended on behalf of the defendant that "franchise" includes the right or

privilege which is granted by a patent for a new invention. The primary meaning of the word "franchise," as its origin denotes, is a freedom, but it has been used in the language of the law in a wider sense, as including a liberty or privilege. His lordship then referred at some length to the remarks on the meaning of the word "franchise" in Blackstone Com., II., p. 37; Chitty Prerogative of the Crown, p. 119; and *Darcy v. Allein*, 11 Rep. 84b (vol. 6, p. 159); and continued:—"The result of these authorities is, in our opinion, that 'franchise' does include such a right as was put in issue by the proceedings in the county court. The plaintiff, however, further contended that, even assuming this to be so with reference to the general meaning of the word 'franchise,' the language of the exemption is such as requires that a more limited meaning should be given to it. The sentence in which it is found commences by exempting from the county court jurisdiction 'any action of ejectment, or in which the title to any corporeal or incorporeal hereditaments, or to any toll, fair, or market,' shall be in question, and it is said that as these words apply to claims in respect of realty, or quasi-realty, the word 'franchise' which follows ought to be limited in its meaning to franchises of such a character as involve the right to incorporeal hereditaments or rights of a similar kind. This rule of construction does not seem to us to apply. It is not the case of a general word following one or more less general terms *ejusdem generis* in which it may properly be said that the meaning of the subsequent general word is cut down or governed by the more particular word which precedes it. Here the category of exceptions begins by very general words, and then after the word 'or' adds specific causes of action, and finally closes with 'or for any libel or slander, or for seduction or breach of promise of marriage'; so that to give proper effect to the language used the usual legal meaning of each word must be assigned to it. Upon careful consideration of all these grounds of argument we have arrived at the conclusion that the view acted upon by the county court judge was correct, and that this rule must be discharged, with costs.—COUNSEL, *Tervell; Dale*. SOLICITORS, *J. H. Bridgford, for W. H. Boocock, Halifax; Ford & Ford*.

**THE QUEEN v. GRIFFITHS**—C. C. R., 25th April.

CRIMINAL LAW—MISDEMEANOURS UNDER DEBTORS ACT, 1869 (32 & 33 VICT. c. 62), s. 11, SUB-SECTIONS 14, 15—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 26.

In this case the prisoner had in November and December, 1890, obtained goods upon credit and had afterwards pledged them. The Debtors Act, 1869, s. 11, enacts that "a person adjudged bankrupt" shall be guilty of a misdemeanour if he does such acts "within four months next before the presentation of a bankruptcy petition against him," "unless the jury is satisfied that he had no intent to defraud." Within four months from the doing of the acts in question, and after the 1st of January, 1891 (when the Bankruptcy Act, 1890, came into operation), the prisoner filed his own petition in bankruptcy. Section 26 of that Act provides that "section 11 of the Debtors Act, 1869, shall have effect as if there were substituted therein for the words 'if within . . . against him,' the words 'if within four months next before the presentation of a bankruptcy petition by or against him.'" The prisoner was convicted at the Worcester Sessions of an offence under the above section of the Debtors Act, and this case was stated for the decision of the court, the question being whether the conviction could stand, the acts having been done by the prisoner before the Bankruptcy Act, 1890, came into operation.

LORD COLERIDGE, C.J., held that it was safer to say that section 26 of the Bankruptcy Act, 1890, was not retroactive, and that all the ingredients constituting the offence must have arisen after the 1st of January, 1891, the words "shall have effect" in that section meaning "shall after the 1st of January, 1891, have effect." DENMAN, MATHEW, CHARLES, and VAUGHAN WILLIAMS, JJ., concurred. Conviction quashed.—COUNSEL, *Tachell; Amphlett*. SOLICITORS, *D. R. Dreaper, Worcester; The Solicitor to the Treasury*.

**Solicitors' Cases.**

*Re B.*—Q. B. Div., 20th April.

SOLICITORS—SOLICITOR STRUCK OFF ROLL ON CONVICTION FOR CRIMINAL CHARGE—APPLICATION TO RESTORE TO ROLL—POWER OF COURT TO RESTORE, ALTHOUGH CONVICTION STANDS—SPECIAL CIRCUMSTANCES.

Application to restore to the rolls, as a solicitor, a gentleman who had been struck off the rolls in the year 1879, consequent upon a conviction in January, 1879, upon the charge of obtaining the sum of £6 14s. 4d. by false pretences, when he was sentenced to six months' imprisonment, which he underwent. In 1883, and again in 1886, application was made by him to be restored to the rolls, but these applications were refused, and application was now made for the third time, and as the facts were now more fully brought out before the notice of the court than at either of the previous applications, the application was granted, owing, however, to the extremely peculiar facts now brought forward in favour of the application. The applicant was admitted as a solicitor in 1866. For some years he had acted as solicitor for a client named Mrs. Schwabe, and Mrs. Schwabe being desirous of obtaining a loan of a small sum of money, a bill was accepted by her and guaranteed by him as surety. This bill he had to pay in an action against him, and he then obtained from her the sum of £6 14s. 4d. as the plaintiffs' costs in the action, which, as she alleged and represented, he had obtained from her by a false representation of the facts, and it was the obtaining of this sum which was the subject of the charge. She charged against him that he had represented



to her that proceedings had been taken against him by the holder of the bill, in consequence of which he had been obliged to pay the £6 14s. 4d. as the plaintiffs' costs. The fact was, that as Mrs. Schwabe was a client of his own he did not wish to appear to sue himself, and to avoid this he handed the bill to a nominal holder for the purpose of suing and recovering the amount from Mrs. Schwabe on his behalf. The action was commenced in the name of a Mr. M., a solicitor, and part of the charge on which the prosecutrix relied was the statement of M. that he had never authorized Mr. B. to use his name in the action. Afterwards, however, M. sent in his bill of costs to B., and had begun an action for them, but subsequently dropped it. There were other matters in the case in Mr. B.'s favour which were fully set in the affidavits, and which were now brought to the notice of the court for the first time. The applicant was prosecuted, as already stated, at the quarter sessions for obtaining this sum of £6 14s. 4d. by false pretences. It had been arranged between the leading counsel for the prosecution and for the defendant that the case should be taken on the morning of the 7th of January, and not before; this arrangement was not mentioned to, and had not received the sanction of, the court. The whole of the cases being disposed of on the afternoon of the 6th, the present case was called, when the junior counsel for the defendant, who was the only counsel present in the case, stated that the arrangement was made, that no other counsel were present in the case, and that he himself had only just had his brief delivered, and that he was not ready to go on. The deputy-recorder, however, insisted on the case proceeding, in order, as he said, to enforce the respect due to the court. The junior counsel for the defendant then stated he was not in a position to do justice to his client in the matter, and he then returned his brief. The trial then took place without any counsel being present, without any witnesses for the defence being present; and the defendant was obliged to defend himself. These facts were now brought to the knowledge of the court for the first time. In addition, the applicant now produced a very strong memorial in his favour, signed by representatives of the leading bodies in his town, and from this it appeared, as it was in fact admitted by the Incorporated Law Society, that his conduct since 1879 had been irreproachable. Under these circumstances the present application was made.

Lord COLERIDGE, C.J.—This case presents some circumstances which are embarrassing to my mind, but as to the question of jurisdiction no question has been made out as to whether the court has jurisdiction to grant this application or not. The case to which I referred during the argument was a case which produced a great impression at the time; certainly it was a most remarkable case in the time of Lord Campbell, and one of the judges, Sir W. Erie, who prosecuted Mr. Barber at the Old Bailey, was a concurring judge in the reversal of the sentence, which, no doubt, he had been instrumental in procuring at the Old Bailey. Therefore, that this thing has been done before I entertain no doubt. The question now is, Is it to be done in this case? It seems that on two occasions applications were made to the court, and those two applications in 1883 and 1886 were made without success. But I observe that several very important facts were not brought to the knowledge of the court at that time; why, it is not for me to judge. Whatever may have been the reason, as a matter of fact neither the mode in which this curious trial was conducted, nor the very important fact that the solicitor's clerk did not get the order for judgment, appears to have been presented to the court on the two former occasions. I cannot help observing that that trial was conducted in a way to place the present applicant at a very great disadvantage indeed. It appears that an arrangement, without the sanction of the court undoubtedly, had been made between the counsel on either side that the case should not be taken until the 7th. All the other business which was before the court was over by the afternoon of the 6th. Of course, the learned counsel on the part of the prosecution, who had been a party to the arrangement, stood to his arrangement. The two learned counsel who were coming from London, depending upon the arrangement made, were not there. The only person who was there was the junior counsel for the applicant, who had not read his brief. His brief was only just delivered to him, and he, of course, had relied upon having the afternoon and evening to get it up. He was caught at great disadvantage, and in my judgment he most properly said he could not do justice to his client, and must hand back his brief. Under the circumstances he did not only what, as a professional man, he was justified in doing, but what he was bound to do. Under these circumstances, in a matter of professional life and death, this case is forced on and it is tried until nine o'clock at night, in the absence of witnesses, in the absence of counsel, in the absence of prosecuting counsel, and the only reason was that that was the mode to preserve respect to the court. All I can say is, that it placed the applicant at an immense disadvantage. Conviction followed, then the sentence is gone through, and as a matter of course there is an application by the Law Society, and without opposition the name of the applicant was removed from the roll. Twelve years have passed since then, and twice has application been made to replace this gentleman on the roll, on which applications the circumstances under which the conviction took place were not brought pointedly before the court. There is also a body of testimony which is most striking and is most favourable to Mr. B., and no doubt is cast upon his present character as testified to by his townsmen. We have, therefore, a man who has been for twelve years off the rolls, who brings before us a body of evidence very strong indeed that during the whole of that time he has conducted himself perfectly irreproachably. We have the fact that one important circumstance was never presented to the judge and jury, was never presented to the court, either in 1883 or 1886, until now; and we have further that all the facts of that trial are brought to our notice for the first time. Under all these circumstances it is not improper that this court should allow this gentleman to be once

more replaced upon the rolls. I quite agree that this ought not to be hastily done, and that the court ought to be careful to guard the character of those whom it clothes with exceptional powers and advantages. If I thought there was not a strong case here for the remission of this sentence I certainly would not permit it. I do not see that the applicant is without blame, but, taking all these things together, I think this application should be granted; but on payment by him of all the costs of this application, as after two refusals the Law Society has only done its duty in bringing the matter before the court. MATHEW, J.—I am of the same opinion. There can be no doubt that Mr. B. was guilty of great irregularity, and I think the mistake that was made in 1883 was the attempt to establish, not only that there had been no irregularity, but that Mr. B. was entirely innocent of anything wrong. Ordinarily, courts can act with implicit confidence upon the result of a criminal trial, and I do not think that the court had any doubt in 1883 that the defendant had had a fair opportunity of being heard. He had submitted to his conviction, and up to 1883 had made no attempt to quarrel with the verdict of the jury. The case presented to-day creates, in my mind, a very serious misgiving as to whether the defendant had a fair trial, and we ought to give effect to that misgiving. I have not the slightest doubt that if our procedure permitted an application for a new trial in a criminal case there would have been ample ground for the interference of the court in this case directing that a new trial should be had. I venture to repeat what I said in 1883, that the court has the power, even when it is proved clearly that there has been an offence against the criminal law, where the atonement of a long period of good conduct has been offered, to restore a person to the position of confidence which he had forfeited by his misconduct. A period of twelve years has gone since then, during which time the applicant has been able to satisfy us that he has borne a good character, and that entitles him to our indulgence and consideration, and I agree that he ought to be restored to the rolls on the terms of paying the costs of this application. Application granted on payment of costs.—COUNSEL, *Willis, Q.C., and Houghton; Reid, Q.C., and Hollams*. SOLICITORS, *W. C. Clennell; Williamson*.

#### LEWELLYN v. SIMPSON—Romer, J., 22nd April.

COVENANT NOT TO PRACTISE—ATTENDANCE AT COUNTY COURT AND MAGISTRATE'S COURT—BREACH—INJUNCTION.

In this action the question for decision was whether a covenant by a solicitor not to practise within a certain district had been broken by his attending the county court and magistrate's court within it, though he had his office outside the forbidden area, and took his instructions there. By articles of agreement dated the 3rd of November, 1879, between the plaintiff, Arthur Price Llewellyn, and the defendant, Simpson, the plaintiff covenanted to pay the defendant £70 a year for three years, and the defendant covenanted with the plaintiff and his co-partners that he would not "at any time or times hereafter, directly or indirectly, either in his own name or in the name or names of or jointly with any other person or persons, and either with or without fee or reward, exercise, practise, or carry on the business or profession of a solicitor or conveyancer of the Supreme Court of Judicature at or in the towns of Tunstall and Burslem, in the county of Stafford, without the licence and consent in writing of the said Arthur Llewellyn and his co-partner first had and obtained." The defendant had an office at a town about one and a half miles outside the area in question, but habitually attended the courts above mentioned within it, and occasionally completed purchases within it of land outside it. This action was brought claiming an injunction and damages. The defence pleaded was that no infraction of the covenant had taken place; that, if any had, there had been acquiescence amounting to waiver. The following cases were cited in the course of the argument:—*Mallon v. May* (11 M. & W. 666), *May v. O'Neill* (44 L. J. Ch. 660), *Turner v. Evans* (2 De G. M. & G. 740), *Bampton v. Biddoes* (13 C. B. N. S. 538).

ROMER, J.—In my judgment the plaintiff is entitled to the injunction he seeks. Without going into other acts of the defendant, it appears to me that, with regard to his practising before the county court and the magistrate's court in the prohibited area—and he has done that not in one or two isolated cases, but in practice he attended those courts—he has, in fact, "exercised" his profession of a solicitor. He admitted, in the witness box, that if an injunction went in the terms of the claim it would seriously interfere with what he is now doing. That seems to me conclusive on that part of the case. A case was set up by the defendant of acquiescence by the plaintiff in breach of the covenant, if breach there were. For this there was no ground. The only thing proved is, that the plaintiff was reluctant to take legal proceedings against the defendant, not that he ever gave up his rights under the agreement. Under these circumstances an injunction will go in the terms asked.—COUNSEL, *Neville, Q.C., Jeff, Q.C., and A. D. Tyssen; Finlay, Q.C., Haldane, Q.C., and Dunham*. SOLICITORS, *H. Tyrrell & Son; Ernest Salaman*.

#### FRANCE v. DUTTON (DUTTON, Claimant)—Q. B. Div., 24th April.

COUNTY COURTS—COSTS—PARTICULARS OF COSTS—SIGNATURE BY CLERK OF SOLICITOR—SUFFICIENCY OF—ORD. 6, R. 10 (COUNTY COURT RULES, 1889).

Appeal from the Clerkenwell County Court as to taxation of costs. In an interpleader issue the claimant succeeded as against the plaintiff, the execution creditor, and on the taxation of the claimant's costs the registrar disallowed items of costs for drawing particulars of claim and for attending lodging same, amounting to 15s. 4d., and he so disallowed these items because they were signed by the solicitor's clerk with his principal's name, instead of being signed by the solicitor himself, as the registrar thought was necessary. The claimant raised the following objections to the taxation:—(1) That the notice of claim was properly and sufficiently signed in writing with the name of the claimant's solicitor; (2) that such

notice did not require to be personally signed by the solicitor as a condition of the costs of it being allowed; (3) that the items were proper scale charges. On these objections the registrar of the county court, pursuant to ord. 50, r. 5, observed that he considered that the point was settled by the case of *Reg. v. Cooper* (38 W. R. 207, 408, 24 Q. B. D. 60, 533), and that, the particulars being improperly signed, it followed that the fee for attendance to lodge same should not be allowed. The claimant then applied to the judge to review this taxation. The learned judge reserved his decision, and on the 17th of February he gave his decision in the plaintiff's favour, affirming the disallowance of the items by the registrar. The learned judge said: "I consider that the items in question were rightly disallowed by the registrar, as coming within the principle of *Reg. v. Cooper*. It was held in the above case that, 'in order to entitle the plaintiff in an action in a county court to the costs of entering a plaint by a solicitor, the solicitor must sign the particulars, and a lithographed statement of the solicitor's name on the particulars is insufficient.' It is quite true that this is a decision with reference to a plaint, and not an interpleader; but ord. 6, r. 10, applies to a solicitor of a plaintiff. It comes, therefore, within the letter of ord. 6, r. 10, and, as far as its spirit is concerned, all the particulars in a claim might otherwise be lodged without the slightest guarantee that any part of them came under the personal cognizance of the solicitor or any person authorized to act on his behalf." The learned judge gave leave to appeal. The claimant appealed, asking that the taxation might be set aside or varied, on the ground that the particulars of claim delivered by the claimant was properly and sufficiently signed. Ord. 6, r. 10, of the County Court Rules, 1889, provides:—"The solicitor of a plaintiff suing by a solicitor shall indorse on the particulars his name or firm and place of business," &c.; and the appendix to the rules contains the following provision as to costs:—"Costs to be paid to solicitors in actions and matters, as well between party and party as between solicitor and client, where the amount recovered exceeds £2 and does not exceed £10: Lower scale, where the particulars and copies are signed by a solicitor, and the amount claimed exceeds £2 and does not exceed £5," &c.

THE COURT (LORD COLERIDGE, C.J., and MATHEW, J.) held that the case was not within *Reg. v. Cooper*. The question is, whether a solicitor is or is not entitled to charge for certain particulars which were not signed by himself with his own hand, but which were signed by his clerk, who had his general authority to do this act. In *Reg. v. Cooper* it was held that indorsement was equivalent to signature, and that a lithographed form was not sufficient, as the document had never come under the actual notice of the solicitor. Here there is a signature, and the signature of the clerk is the signature of the principal, according to the maxim "*Qui facit per alium facit per se*." The signature here was sufficient. Appeal allowed.—COUNSEL, *W. Whately*; *Jelf*, Q.C., and *Muir Mackenzie*. SOLICITORS, *George Castle*; *Cooper & Bake*.

### Bankruptcy Cases.

*Ex parte* BOARD OF TRADE, *Re WALLIS*—C. A. No. 1, 10th April.

**BANKRUPTCY**—APPLICATION BY BANKRUPT FOR DISCHARGE—POWER OF COURT TO ALLOW APPLICATION TO BE WITHDRAWN—BANKRUPTCY ACT, 1883, s. 28, SUB-SECTION 2.

The question in this case was whether, after a bankrupt has applied to the court, under section 28 of the Bankruptcy Act, 1883, for an order of discharge, and notice has been given to the creditors, and the official receiver has made his report, the court has power to allow the bankrupt, when the application comes on to be heard, to withdraw it. Section 28 provides, by sub-section 2, that, "on the hearing of the application, the court shall take into consideration a report of the official receiver as to the bankrupt's conduct and affairs, and may either grant or refuse an absolute order of discharge, or suspend the operation of the order for a specified time," or grant an order of discharge subject to certain conditions. By sub-section 5, "notice of the appointment by the court of the day for hearing the application for discharge shall be published in the prescribed manner and sent, fourteen days at least before the day so appointed, to each creditor who has proved, and the court may hear the official receiver and the trustee, and may also hear any creditor." In the present case the bankrupt applied for an order of discharge, and a day was appointed for the hearing of his application. Notice was sent to all the creditors who had proved. The official receiver made a report, in which he stated (*inter alia*) that the bankrupt had been guilty of fraud, in obtaining credit by means of fraudulent misrepresentation. On the day appointed for hearing the application counsel appeared for the bankrupt, and stated that, having regard to the report of the official receiver, the bankrupt desired to withdraw his application for a discharge, and asked for permission to do so. The official receiver and counsel on behalf of some creditors opposed the granting of this leave. Mr. Registrar Brougham gave the leave asked for, making no order on the application, except that the bankrupt should not be at liberty to renew it without the leave of the court and notice to the official receiver and the opposing creditors, and also on payment of the opposing creditors' costs of the sitting. On the appeal it was urged, on behalf of the Board of Trade, that, by the words of sub-section 2 of section 28, "the court shall take into consideration a report of the official receiver as to the bankrupt's conduct and affairs," the court was bound to consider the bankrupt's conduct and affairs, and to give a decision whether he was entitled to a discharge, and that it had no power to allow him, at the eleventh hour, to withdraw his application when he found that the official receiver had made an unfavourable report, and thus escape an investigation of his conduct by the court and an adjudication upon it.

THE COURT (LORD COLERIDGE, C.J., LORD ESHER, M.B., and FRY, L.J.)

affirmed the decision. They said that *prima facie* every court had an inherent power to permit an application for the exercise of its jurisdiction to be withdrawn, and there was nothing in the Act to deprive the Court of Bankruptcy of that power. The court was not bound to hear the application for a discharge, unless it was required by the bankrupt to do so. If it heard the evidence it could but refuse the application, and there was no reason why it should waste time over the evidence when the bankrupt did not ask for a discharge. The bankrupt would not obtain a discharge, and his after-acquired property would go to his creditors.—COUNSEL, *Sir E. Clarke*, S.G., and *Muir Mackenzie*; *Sidney Woolf*, Q.C., and *F. Mellor*. SOLICITORS, *Solicitor to the Board of Trade*; *H. Rumney*.

### LAW SOCIETIES

#### UNITED LAW SOCIETY.

April 27.—The usual weekly meeting was held at the Inner Temple Lecture Hall, Mr. C. W. Williams in the chair. Mr. C. Herbert Smith moved: "That the recent decisions of Mr. Bompas, Q.C. (Recorder of Plymouth), and Mr. Digby Seymour, Q.C. (Recorder of Newcastle), are contrary to the policy of the Trades Union Acts of 1871 and 1875." Mr. W. F. Symonds opposed. The other speakers were Messrs. M. S. Nathan, J. L. V. S. Williams, L. W. Browne, J. R. Atkin, H. W. Marcus, F. B. Moyle, and B. B. Sapwell. The opener replied, and the motion was put to the house, and was rejected by the casting vote of the chairman.

### LAW STUDENTS' JOURNAL.

#### THE INCORPORATED LAW SOCIETY.

##### INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 9th of April, 1891:—

Addams-Williams, Ernest Trevor	Henry, Thomas Gibson
Allistone, Alfred	Hewitt, Tom Edwin
Alvis, Charles Frederick Brinkley	Hind, Charles Sidney
Ames, Alfred Percy	Hingley, John Allan
Anderson, Adolphus	Hitchins, William Stanley
Applewhite, Henry Churchill	Hogarth, Harry Gilbert
Armstrong, Frank	Hooper, Sydney
Aske, Robert William	Hope, Henry Green, B.A.
Aston, Frederic Marriner, B.A.	Huson, William Richard
Atkinson, Thomas	Ingram, Rowland Welldon
Bowler, Thomas Chesters	Ireson, Charles Herbert
Brett, Alexander Dallas	Jenkins, Charles Griffith
Broadbent, Frederic William	Jones, Harold Vivian
Brown, Charles Stubbs	Jones, Hugh Lloyd
Buckley, George Dyson	Kershaw, George Frederic
Burton, Albert	Knight, Fritz Chester
Burton, Charles Henry, B.A.	Knight, William Stanley Macbean
Burton, Edwin Hubert	Langfield, John William Chandler
Bygott, Edward	Large, Robert
Chance, Cyril Charles	Lawson, Robert Gerald, B.A.
Charnock, John James	Lees, William
Chesney, Edward Shuldharn	Leonard, Albert Edward
Chorlton, Alfred Ethelbert Gospatrie	Lewis, Charles Edgar
Clark, Edwin Ebenezer	Littlewood, Arthur Birkin
Clarke, Charles Frederick Loriston	Lloyd, John Wheller
Clayton, Henry Thomas Seymour	Lloyd, Robert Evan
Cobb, Cecil Henry, B.A.	Mellersh, Herbert Lewis
Cosens, Alan	Merson, Thomas
Crossfield, William Arthur	Michelmores, Harold Gaye
Cuff, William Charles	Millington, George
Cumsty, William John	Milnes, Herbert Eli
Davenport, Ernest Newton	Milnes, William Newton
Davies, Alexander Reid	Morley, James, LL.B.
Davies, Evan Robert	Motabhoj, Rustomjee Naorosjee
Davies, William Thomas	Nicholls, Joseph Godfrey
Deheer, John	Nicholson, Henry Walter
Drake, Bernard Charles	Norgate, Percival Edward
Duncan, Albert Charles	Norris, John Lapage
Edmonds, David John	Norris, Joseph Raphael Francis
Emanuel, Charles Herbert Lewis, B.A.	Ogle, James Hodgson, B.A.
Emson, Charles Herbert, B.A.	O'Neill, John Hollier
Evershed, Edwin John	Oxley, Francis Meldrum
Ford, Mortimer Brutton	Passman, Alfred Ernest
Gibson, Charles, B.A.	Patey, Henry William
Giles-Holder, Percy	Payne, Richard
Gittins, John Thorne Christopher	Peace, John
Greenwood, Robert Morrell, B.A.	Pearee, Alfred James
Hair, Archibald	Peed, Samuel Wilton, B.A.
Hall, James Robert	Pinniger, Broome
Ham, William Herbert	Powell, John Powell Jones
Hamer, Frederick	Prescott, Ernest, B.A.
Harrison, Arthur Gordon	Price, Lawrence
Harry, Leslie Warlow, B.A.	Prosser, William Wozencraft Thomas
Haslam, Anderson	Pughe, Kenneth Mackenzie
	Ratcliffe, Henry Beanland



Richardson, Albert Osborne  
 Richardson, Edward Silvester  
 Richardson, Herbert Joseph, B.A.  
 Roberts, Richard Gordon  
 Rowcliffe, Edward Lee  
 Sass, Francis Jerome  
 Schofield, Thomas Broadbent  
 Seligman, Oscar William, B.A.  
 Sheppard, Gerald Arthur, B.A., LL.B.  
 Sillem, Louis Richard, B.A.  
 Simons, Frederic Dyke Sydney  
 Simpson, George Harold  
 Sinnott, George Stanley  
 Slaughter, Edward Mithill, B.A.  
 Smith, Charles Lakin  
 Smith, Frederick Charles, B.A., LL.B.  
 Squire, Alfred Hugh Knight  
 Stevenson, Harold Thomas, B.A.  
 Steward, Henry  
 Stone, Park Nelson, B.A.  
 Stothart, James Bell, B.A.  
 Strickland, George John  
 Taunton, Sidney Charles, B.A.  
 Thompson, Septimus Constantine  
 Toller, Francis Holford  
 Tolley, Frank Gordon, B.A.  
 Tulloch, Angus Alexander Gregorie,  
 B.A.

Tuppen, Claud Ernest  
 Turner, Cyril Edward  
 Walby, Alfred, B.A.  
 Walby, John Bradshaw de Garmon-  
 desway, B.A.  
 Ward, Francis Bertie  
 Warren, Bertram Reginald, B.A.  
 Waterhouse, Samuel Sharpe  
 Watney, Frank Dormay  
 Wellbeloved, John Kenrick  
 Weller-Poley, Walter John  
 Whalley, James  
 Whiston, William Reginald Harvey  
 White, Herbert Meadows Frith, B.A.  
 White, James Kemp, B.A.  
 White, Montague White  
 Wilkins, William Harry  
 Williams, Blair Hamilton Lee  
 Williams, John Thomas  
 Williams, Lionel Leigh  
 Willoughby, Richard Lionel Grey  
 Wing, Arthur Percy  
 Woodbridge, Algernon Rivers  
 Woods, George Calder  
 Worthington, Frank, B.A.  
 Wratislaw, Theodore William Graf  
 Yeo, Richard Forster, B.A.  
 Yglesias, Herbert Ramon, B.A.

## FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 7th and 8th of April, 1891:—

Allen, George William  
 Alston, Hallam Newton, B.A.  
 Anderson, Charles Augustus  
 Armstrong, John Backhouse  
 Ashworth, Thomas Wilding  
 Bate, George  
 Belk, Thomas  
 Bevon, Samuel Peter  
 Brown, Charles Watson  
 Bullock, Frederick Acton  
 Burke, Patrick  
 Burrow, Frederic  
 Burrow, Raymond  
 Byrne, Edward Cotton, B.A.  
 Clutterbuck, Charles Romanes Cole-  
 ridge  
 Collyer, William John  
 Cornish, Charles Landsborough, B.A.  
 Coveney, Arthur  
 Crouch, Frederick Stanley  
 Daniell, George Henry  
 Dickens, Herbert Arthur  
 Duncan, Henry Hunter  
 Eve, Herbert Frederick  
 Freeman, Charles Arthur  
 Freeman, Walter Oakes  
 Frost, Thomas Richard  
 Gush, Frank  
 Harris, Francis William  
 Heaton, Arthur Woodall  
 Hebden, Brian Newell  
 Holehouse, George  
 Huband, Thomas  
 Hudson, Harry  
 Hyde, Robert  
 Ingram, William Constantine  
 James, Daniel Pennant  
 James, George Francis  
 Johnston, Henry  
 Jones, Cyril Lloyd, M.A.

Lewis, Walter Reginald, B.A.  
 Lockwood, William  
 Mackay, Douglas  
 Maffey, George  
 Matthews, Charles Edward  
 Middleton, Joseph  
 Mimpriss, Sydney Trevor  
 Mortimer, Francis Richard  
 Norfolk, Edward  
 Park, John Robert  
 Parkes, John Amery  
 Pearson, John Alfred Shaw  
 Pomeroy, John Bartle  
 Potts, Thomas Worthington  
 Preston, Arthur Sansome  
 Robinson, Frederic William  
 Rodgers, Reginald Arthur  
 Rowley, Henry Gowland  
 Seddon, Frank Jervis  
 Sedgwick, Harold James, B.A.  
 Seeley, Henry  
 Simpson, Harry Faulkner  
 Smith, James Alexander, M.A.  
 Stack, Maurice Redfern  
 Steed, Joshua Owen  
 Strode, Edmund, M.A.  
 Stuttford, Frank  
 Surtees, Henry Patrick  
 Swann, Arthur Henry  
 Thirby, Frank Stuart  
 Trevor-Roper, Claude Henry  
 Tweedale, John Howarth  
 Waistell, Charles Rowland  
 Wakeman, George Herbert  
 Walker, Stephen Arthur  
 Williams, Hugh Henry  
 Wilson, Herbert Duckworth  
 Wilson, Reginald Thorp, B.A.  
 Wood, Robert Percival  
 Young, George James, B.A.

## LAW STUDENTS' SOCIETIES.

**LAW STUDENTS' DEBATING SOCIETY.**—April 21.—Mr. Douglas in the chair.—The subject for discussion, "That our fiscal policy ought to be changed so as to give greater advantages to our colonies than to other countries," was opened by Mr. Wheeler. Mr. T. W. Williams opposed. The debate having been declared open, the following gentlemen spoke:—In the affirmative: Messrs. Archer White, and Stewart Smith; in the negative: none. Mr. Watkins replied for Mr. Wheeler. On the motion being put to the meeting it was carried by a majority of two. The subject for discussion at the next meeting of the society, on Tuesday, the 28th of April, is: "That this society disapproves of the Public Trustee Bill."

April 28.—Mr. Pattinson in the chair.—The subject for discussion—"That this society disapproves of the Public Trustee Bill"—was opened by Mr. Marshall. Mr. Bunting and Mr. Besant opposed. The debate having been declared open, the following gentlemen spoke:—In the affirmative, Messrs. Jones, Woodhouse, Watkins, Crawford, Parker, and

Windors; in the negative, Messrs. Watson, Bolton, Bower, and Parkes. Mr. Marshall replied. The chairman having put the motion to the meeting, it was carried by a majority of seven. The subject for discussion at the next meeting of the society, on Tuesday, May 5, is, "That, in view of the recent judgment of the Court of Appeal in *Re Jackson*, legislation is urgently needed to amend the laws relating to husband and wife."

**LIVERPOOL LAW STUDENTS' ASSOCIATION.**—April 20.—A debate was held on the following subject for discussion: "Ought the decision in *The Queen v. Jackson* (Times, March 20th) to be reversed on appeal?" Mr. Barnes opened in the affirmative, which was also supported by Messrs. Martin, Bageshaw, Todd, and Finch. Mr. McMaster opened in the negative, which was also supported by Messrs. Inman, Wilson, Sedgwick, Glover, Wainwright, and Watkins. The question was decided in the negative by a majority of two.

## NEW ORDERS, &amp;c.

## ORDER OF COURT.

Tuesday, April 28th, 1891.

Whereas, upon the request of the Lord Chancellor, the Honourable Mr. Justice Vaughan Williams has, with the concurrence of the Lord Chief Justice of England, consented to sit and act as an additional judge of the Chancery Division for the purpose of hearing any causes or matters which may be assigned to him by the Lord Chancellor, or any application therein; I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do, pursuant to the Supreme Court of Judicature Act, 1884, s. 5, hereby order that the several causes set forth in the schedules hereto be assigned to Mr. Justice Vaughan Williams for the purpose of hearing the same or any application therein, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

## FIRST SCHEDULE.

FROM MR. JUSTICE CHITTY.

The Birmingham Canal Navigation v Tupper & Co, ld 1889 B 2,709  
 May 22, 1890  
 The Croydon Ironmongery Co v Davies 1890 C 2,856 Dec 3  
 Lock v Ross 1890 L 1,069 Jan 13, 1891  
 The Wenham Co, ld v The Champion Gas Lamp Co 1890 W 3,003  
 Feb 2  
 The Acme Wood Flooring Co v Vigers 1890 A 681 Feb 3  
 The Marquess of Bute v The Barry Docks and Railway Co 1890 B  
 1,535 Feb 23  
 The Patent Enamel Co, ld v Baugh 1890 P 1,772 Feb 28  
 Green v Wyatt 1890 G 799 March 13  
 Layton v The Patent Lithographic Zinc Plate Co, ld 1890 L 2,165  
 March 26  
 The Co-operative Fish Supply Co v The Grimsby and East Coast, &c, As-  
 sociation 1890 C 3,665 April 7  
 Lane v Bailey 1891 L 259 April 18

## SECOND SCHEDULE.

FROM MR. JUSTICE NORTH.

A. Pirie & Sons, ld v Goodall & Sons 1888 A 1,287 March 12, 1890  
 Leveson-Gower v Jarrett 1890 L 1,063 Aug 1  
 Douglas v Gerald & Co, ld 1890 D 2,029 Jan 23, 1891  
 Attorney-General v Vestry of St James & St John, Clerkenwell 1890 A  
 1,159 Feb 25  
 London Printing & Publishing Alliance, ld v Cox 1890 L 2,387  
 March 17  
 Harris v Hackett 1890 H 3,162 March 17  
 Hartley v Jones 1889 H 1,149 March 18  
 Choudens Fils v Lago 1890 C 4,098 March 20  
 Clark v Orchard 1890 C 4,246 April 7

## THIRD SCHEDULE.

FROM MR. JUSTICE STIRLING.

Edwards v Beckett 1889 E 962 May 14, 1890  
 The Rugby Portland Cement Co v The Rugby and Newbould Cement Co,  
 ld 1890 R 614 Aug 12  
 Beecham v Fisher 1890 B 4,167 Dec 18  
 Farr v The Bristol Submarine Lead, &c, Co 1890 F 887 Dec 18  
 Foster v Rowe 1890 F 1,245 Dec 24  
 Sugden v Cridlan 1890 S 2,970 Jan 21, 1891  
 Earl de la Warr v King 1890 D 1,776 Jan 29  
 Swift v Copeland 1889 S 3,496 Feb 10  
 Fearnley v Clydesdale Bank, ld 1890 F 1,799 Feb 17  
 Lines v The London Printing & Publishing Alliance, ld 1890 L 2,441  
 March 12  
 Nelson v Worssam 1890 N 1,298 March 19  
 Everitt v Automatic Photographic Co, ld 1890 E 586 April 8  
 Starley v Pollard Bros 1891 S 402 April 13  
 Parsons v Hollender 1891 P 324 April 16  
 Battye v Nettleton 1890 B 2,790 April 18  
 Dunston v Arthur & Co 1890 D 1,896 April 21

## FOURTH SCHEDULE.

FROM MR. JUSTICE KEENEWICH.

The Edison and Swan United Electric Light Co, ld v Woodhouse and  
 Rawson United, ld 1890 E 426 Jan 24, 1891  
 Harrison v The Southwark and Vauxhall Water Co 1890 H 3,631  
 Feb 3

Jahncke v R Bell & Co, ld 1889 J 1,011 March 6  
 Beecham v Clue 1890 B 4,924 March 9  
 Nettlefolds, ld v Reynolds 1890 N 15 March 16  
 Nettlefolds, ld v Reynolds 1890 N 809 March 16  
 Lane-Fox v Kensington and Knightsbridge Electric Lighting Co 1890 L 2,713 March 25  
 Kearney v Blake 1890 K 487 April 4  
 The Cellular Clothing Co, ld v Marsh 1890 C 2,048 April 18  
 Hampton Wick Local Board v Southwark and Vauxhall Water Co 1891 H 72 April 20  
 Defries v Molineaux, Webb, & Co, ld 1890 D 1,780 April 23

HALSBURY, C.

N.B.—The parties concerned in the above causes must be ready for trial on and after Thursday next, the 30th of April, 1891.

N. WARD, Sen. Regr.

## LEGAL NEWS.

### APPOINTMENT.

MR. BENJAMIN FRANCIS WILLIAMS, Q.C., of the South Wales Circuit, has been elected a Bencher of the Honourable Society of the Middle Temple in succession to the late Mr. Morgan Howard, Q.C.

### CHANGES IN PARTNERSHIPS.

#### DISSOLUTIONS.

\* NATHANIEL THATCHER BECKINGSALE and WILLIAM THOMAS BOOKER, solicitors (Beckingsale & Booker), Wellington and Taunton. April 13. The said William Thomas Booker will continue to carry on the business of the said partnership.

EDWARD BUTLER and WILLIAM MIDDLEBROOK, solicitors (Butler & Middlebrook), Leeds, Birstal, and Morley. April 1.

HENRY FRANCIS WHITEFIELD and ARTHUR EDWARD MURRAY, solicitors (Whitefield & Murray), St. Columb and Newquay. March 31.

[Gazette, April 17.]

### GENERAL.

It is stated that the will of the late Mr. John Giles Mounsey, of Carlisle, solicitor, who was the agent of the Duke of Devonshire for his Northern estates, and registrar of the diocese of Carlisle, has just been proved, and the net personalty was sworn at upwards of £128,000.

The members of the South-Eastern Circuit have invited Lord Hennen, Mr. Justice Romer, and Mr. Justice Jeune to a complimentary dinner in order to celebrate the recent promotion of the latter two judges to the bench and the elevation of Lord Hennen to the House of Lords as a Lord of Appeal in Ordinary. The dinner will take place at the Hôtel Métropole on Friday, May 8.

In the House of Commons on the 23rd ult., in answer to Mr. H. Fowler, Mr. W. H. Smith said,—The Government do not propose to institute an inquiry into the working of the Judicature Acts. The principal Judicature Act, following on the Royal Commission, is of so recent an origin, while the Acts and regulations for the relief of business at the assizes and for clearing the lists in London have scarcely yet been a year in full operation, that there does not appear to the Government to be any case for an inquiry of the kind suggested.

The following gentlemen will retire by rotation from the Bar Committee on the 6th of June next:—Queen's Counsel—1, Mr. R. B. Finlay, Q.C., M.P.; 2, Mr. G. Pitt-Lewis, Q.C., M.P.; 3, Mr. E. Cutler, Q.C.; 4, Mr. W. C. Renshaw, Q.C.; 5, Mr. E. W. Byrne, Q.C.; 6, Mr. S. Hall, Q.C.; 7, Mr. George Farwell, Q.C. Outer Bar—1, Mr. H. F. Boyd; 2, Mr. Kenelm E. Digby; 3, Mr. Frank Evans; 4, Mr. Howell Jeffreys; 5, Mr. M. Ingle Joyce; 6, Mr. W. W. Knox; 7, Mr. O. Leigh Clare; 8, Mr. Decimus Sturges; 9, Mr. E. P. Wolstenholme; 10, Mr. William Graham. The annual election of members to fill the above vacancies will be held in the week ending May 30. Each candidate must be proposed in writing, such writing to be signed by at least ten barristers, and sent, not later than the 9th of May, to the secretary, Farrar's-building, Temple, where proposal forms may be obtained. Eight members of the outer bar must be elected. If more than sixteen candidates be proposed the election will be by voting papers, to be personally filled up and signed by the electors. Voting papers may be had on application at the chambers of the secretary, Mr. S. H. Lofthouse, or at the common rooms after the 16th of May. Papers, when filled up and signed, must be delivered or sent by post to the secretary within the week ending the 30th of May. Papers not so delivered or sent will be void.

On committee on the London (City) Trial of Civil Causes Bill on Tuesday, Lord Herschell asked at whose instance the change proposed in the Bill was to be made. He had addressed inquiries to the solicitors concerned in the City causes and to members of the mercantile community, but he had found nowhere a desire for the Bill. The Lord Chancellor said that the necessity for the Bill arose from the fact that by an Order in Council it was determined that no sittings of judges of the High Court should be held in the City of London. His attention had been drawn by many persons to the diminution of City causes, and to the inconvenience caused to business men in the City by the present arrangement. There was alleged to be a serious block of commercial causes at present, and the Bill was de-

sirable as an experiment in the relief of that block. Lord Herschell said he could not regard the explanation of his noble and learned friend as in any degree satisfactory. He was informed by those who were as competent to advise on the matter as the Lord Chancellor's informants that the place of trial had nothing whatever to do with the block of cases. His noble and learned friend when contemplating such a change should have consulted the Incorporated Law Society and have ascertained the views of the bar. As it was, the House was legislating in the dark.

On Monday, in the House of Commons, Mr. Kimber asked the First Lord of the Treasury when he expected to be able to announce the conclusions of the Government as to the appointment of an additional judge or judges, or as to what other means they would take to obviate the grievous delays and consequent losses and anxieties in obtaining justice to which suitors were exposed. Mr. W. H. Smith said, It is no doubt a very general opinion, in which the Government are disposed to concur, that an additional judge is required in the Chancery Division, but I am not prepared to say at what time the state of public business will enable the Government to submit a motion on the subject. Meanwhile, efforts are being made to diminish the pressure of causes by the assistance of judges of the Queen's Bench Division, where the lists are in a satisfactory condition.

On the 23rd ult., in the House of Commons, in reply to Mr. Darling, the Attorney-General said, The scale of costs is, I am informed, the same both in the Chancery and Common Law Divisions, but I am not sure that the application of the rules is exactly the same in both divisions. A departmental committee did investigate the subject in 1889, and reported in July of that year, but it would not, in my opinion, be for the public interests that I should make any further statement as to the report of that committee. It has not sat since. If my hon. and learned friend will communicate with me, I may be in a position to give him further information upon the question.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
Date.	APPEAL COURT	MR. JUSTICE	MR. JUSTICE
	No. 2.	CHITTY.	NORTH.
Monday, May .....	4 Mr. Carrington	Mr. Pugh	Mr. Ward
Tuesday .....	5 Lavie	Beal	Pemberton
Wednesday .....	6 Carrington	Pugh	Ward
Thursday .....	7 Lavie	Beal	Pemberton
Friday .....	8 Carrington	Pugh	Ward
Saturday .....	9 Lavie	Beal	Pemberton
STIRLING.			
Monday, May .....	4 Mr. Jackson	Mr. Justice	Mr. Justice
Tuesday .....	5 Clowes	KECKWICH.	ROMER.
Wednesday .....	6 Clowes	Mr. Godfrey	Mr. Rolt
Thursday .....	7 Clowes	Leach	Farmer
Friday .....	8 Jackson	Godfrey	Rolt
Saturday .....	9 Clowes	Leach	Farmer

### BIRTHS, MARRIAGES, AND DEATHS.

#### BIRTHS.

BARNARD.—April 18, at 76, Burnt Ash-road, Lee, the wife of William Tyndall Barnard, jun., barrister-at-law, of a son.  
 HEATON.—April 11, at Noel Glen, Bournemouth, the wife of Guy Heaton, of Bournemouth, solicitor, of a daughter.  
 HODGES.—April 20, at Langley House, Dorking, the wife of William J. Hodges, solicitor, of a son.  
 JACKSON.—April 18, at 16, Queensborough-terrace, Hyde-park, W., the wife of Lawrence Jackson, barrister-at-law, of a daughter.  
 MURRAY.—April 19, at 1, Radnor-place, Hyde-park, the wife of Arthur Turnour Murray, barrister-at-law, of a daughter.  
 ROSSITER.—April 20, at 12, Chesetow-place, Pembroke-square, W., the wife of T. W. Rossiter, of Ely-place, E.C., solicitor, of a daughter.  
 TOOVEY.—April 17, at Berkhamsted, Herts, the wife of John Toovey, solicitor, of a son (prematurely).

#### MARRIAGES.

CLARENCE—WHITTEM.—April 18, at the Cathedral, Colombo, Ceylon, L. B. Clarence, Esq., barrister-at-law, of Coaxdon, Axminster, a judge of the Ceylon Supreme Court, to Elizabeth, daughter of the late J. S. Whittam, Esq., of the Moat House, Walgrave, Coventry.

TAYLER—CARPENTER.—April 16, at St. Mary's, Stoke Newington, Dugald William Barrett Tayler, solicitor, to Marion, youngest daughter of Thomas Carpenter, of Cambridge.

#### DEATHS.

HARRIS.—April 28, at 49, Upper Bedford-place, W.C., Alfred Tanner Harris, solicitor, aged 41.  
 JACKSON.—April 23, at Albert-terrace, Rochdale, Robert Jackson, solicitor, aged 74.  
 MARTIN.—April 26, Alexander Martin, late of 171, Queen Victoria-street, E.C., and 418, Clapham-road, S.W., solicitor, aged 80.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

Rents collected and distraints levied to recover same by MESSRS. HENRY C. WOOD (surveyor to the parish of Foding) and HENRY KIRBY-WOOD & KIRBY—Certificated Brokers, 1, Great James-street, Bedford-row, W.C. No charges made to landlords if rent over £20. Troublesome tenants got rid of. Possession also taken under Bills of Sale, Mortgages, &c. Bailiffs to the parish of St. Dunstan-in-the-West and City of London (Farringdon Ward). Money paid over same day received. Bankers, City Bank, Holborn-viaduct. References, if desired, to clients of many years' standing; personal and prompt attention.—[ADVT.]



## WINDING UP NOTICES.

London Gazette.—FRIDAY, April 21.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COLLIERY TRUST SYNDICATE, LIMITED.—Petn for winding up, presented April 1, directed to be heard on May 2. Hellyar, Finsbury pavement, solicitor for petner.

KINGMALL AND SOUTH KIRKBY GAS CO., LIMITED.—Creditors are required, on or before June 2, to send their names and addresses, and the particulars of their debts or claims, to Joseph Dickon Smith, Linden ter, Pontefract. Scholefield, Pontefract, solicitor for liquidator.

HASLAN FIRE EXTINGUISHER CO., LIMITED.—Creditors are required, on or before June 1, to send their names and addresses, and particulars of their debts or claims, to Joseph H. Kevan, Joseph Eekersley, and William Peter Burnley, 12, Acresfield, Bolton. Rutter, Bolton, solicitor for liquidators.

MESSRS. GHOUGHBRIDGE & SONS, LIMITED.—Petn for winding up, presented April 22, directed to be heard on May 2. Goodchild, Gresham House, solicitor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 1.

PATRICK & CO., LIMITED, NEWLAND, NORTHAMPTON.—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Mr John Tom Gardner, 1, Market sq, Northampton.

PUBLISHING CO., LIMITED.—Petn for winding up, presented April 20, directed to be heard before Stirling, J., on May 2. Munton & Morris, Queen Victoria st, solicitors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 1.

SOUTH AFRICAN INVESTMENT TRUST, LIMITED.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Albert Lionel Ochs, John Scudamore Selson, and Frank Andrew Gillam, 83, Hatton garden. Hollams & Co, Mincing lane, solicitors for liquidators.

SWISS MILK POWDER CO., LIMITED.—Creditors are required, on or before June 6, to send their names and addresses, and the particulars of their debts or claims, to Frederick Whinney, 8, Old Jewry. Monday, June 15, at 11, is appointed for hearing and adjudicating upon the debts and claims.

UNLIMITED IN CHANCERY.

BOROUGH COMMERCIAL AND BUILDING SOCIETY.—Petition for winding up, presented April 23, directed to be heard before North, J., on May 2. Rhodes & Co, Chancery-lane, agents for Piercy, Huddersfield, solicitor for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 1.

## FRIENDLY SOCIETIES DISSOLVED.

COURT SPECULATION, Friendly Society, Queen's Head, Hoyland, York. April 22

HAND-IN-HAND FRIENDLY SOCIETY, Mill Inn, Aldeburgh, Suffolk. April 20

RIVERHEAD BENEFIT SOCIETY, Schoolroom, Riverhead, Kent. April 20

London Gazette.—TUESDAY, April 23.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRISTOL, CARDIFF, AND SWANSEA AERATED BREAD CO., LIMITED.—Creditors are required, on or before May 23, to send their names and addresses, and the particulars of their debts or claims to Thomas Martin, 16, Bedford circus, Exeter. Pillers & Pershouse, Bristol, solicitors for liquidator.

CARNARVON ATHLETIC AND RECREATION CO., LIMITED.—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to J. M. Clayton, 4, Church st, Carnarvon. Wednesday, June 10, at 3, is appointed for hearing and adjudicating upon the debts and claims. Lloyd Carter & Vincent, Carnarvon, solicitors for liquidator.

CRUYDON AND STREATHAM ESTATES CO., LIMITED.—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to Charles Hussey, Esq., J.P., John Felton, Esq., J.P., and Thomas Rigby, Esq., 57, Park lane, Craydon. Hogan & Hughes, Craydon, solicitors for liquidators.

FORD & CO., LIMITED.—Petn for winding up, presented April 23, directed to be heard on May 9. Robinson, Chancery lane, solicitor for petner.

NEBBE, LONDON, AND TRANSVAAL SYNDICATE, LIMITED.—Petn for winding up, presented April 27, directed to be heard on Saturday, May 9. Freshfields & Williams, Bank bldgs, solicitors for petner.

WORTHING INDUSTRIAL PROVIDENT CO-OPERATIVE SOCIETY, LIMITED.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to William Jackson and William Arthur Noise, care of William Frederick Verrall, Chapel-road, Worthing. Monday, June 8 at 11, at Chapel-road, Worthing, is appointed for hearing and adjudicating upon the debts and claims.

## FRIENDLY SOCIETIES DISSOLVED.

BIRKENHEAD DOCK LABOURERS' FRIENDLY BURIAL SOCIETY, Our Lady and St Edward's School, Birkenhead. April 23

CUCKFIELD BURIAL SOCIETY, White Hart Inn, Cuckfield, Sussex. April 23

UNITED METHODIST FREE CHURCH SICK AND BURIAL SOCIETY, Lord-street Chapel, Rawten-stall, Lancaster. April 23

CREDITORS' NOTICES.  
UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 17.

ALLEN, JOHN, Weymouth. May 21. Foster v Foster, North, J. Boote, King st, Cheap-side.

BAKER, THOMAS, Virginia rd, Bethnal green, Cabinet Maker. May 2. Baker v Baker, Kewwich, J. Miller, St Stephen's chmbrs, Telegraph st.

BINGHAM, WILLIAM, Conduit st, Tailor. May 23. Shiell v Rule, North, J. Halse, Old Burlington st.

HARDISO, WILLIAM, Colyton, Devon, Retired Butcher. May 21. Williams & Co v Harding, Stirling, J. Wilton, Colyton.

## UNDER 22 &amp; 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 17.

ARMITAGE, RICHARD, Scarborough, Gent. May 30. Booth, Huddersfield.

BAGGE, PHILIP SALISBURY, Walpole St Peter, Norfolk. Clerk in Holy Orders. June 1. Archer & Archer, King's Lynn.

BARROW, HENRY, Nice, France, Esq. May 21. Letts Bros, Bartlett's bldgs.

BELPER, Downer Lady, West Leake, Notts. May 12. Eddowes & Son, Derby.

BOURNE, HENRY, Borough High st, Southwark, Railway Contractor. May 20. Simpson & Co, Three Crown sq, Southwark.

BROUGHTON, HENRY, Goulceby, Lincs, Farmer. May 20. Clitherow & Elsey, Horncastle.

BULLOUGH, JAMES, Bradford, Gent. June 1. Gaunt & Co, Bradford.

BURTT, MARY ANN, Southwell, Notts. May 15. Benson & Corder, Newcastle upon Tyne.

CHURCH, RICHARD, Aldbourn, Wilts, Gent. May 13. Phelps, Ransbury.

CLAY, HENRY HARRINGTON, Spalding, Gent. May 25. Sturton, Holbeach

CLAY, MATILDA, Spalding. May 25. Sturton, Holbeach

COLLETT, CHARLES, Torquay, Esq. May 27. Talbot &amp; Tasker, Bedford row

COLLINS, CHARLES WILLIAM, Queen Victoria st, Brewer's Valuer. June 11. Dommett, Gresham st

DARLEY, ALFRED HORATIO, Scarborough, Esq. May 30. Barrett &amp; Dean, Slough, Bucks

DAVIS, MARY ELIZABETH, Bathaston, Somerset. June 1. Stone &amp; Co, Bath

DE BRUYN, HARRIET ELEANOR CLEMENTINA, Hyde Park sq. May 31. Taylor &amp; Co, Great James st, Bedford row

DUNNING, ELIZABETH, Lozella, Birmingham. May 30. Clarke &amp; Co, Birmingham

EVANS, THOMAS FOWIS, Haverfordwest, Saddler. May 25. Eaton-Evans &amp; Williams, Haverfordwest

FROST, NANCY, Rusholme, Manchester. July 14. Wood &amp; Williamson, Manchester

GLYNN, SUSANNAH MARGARET, Laverstock House, nr Salisbury. June 20. Rooker &amp; Bazeley, Bideford, Devon

HALL, JAMES, Netherton, nr Dudley, Gent. May 16. Davies, Netherton

HAMILTON, ELIZABETH WOODTHORPE, Church rd, Upper Norwood. May 28. Hill &amp; Co Old Broad st

HUNT, EMMA, Manchester, Licensed Victualler. June 1. Chorlton, Manchester

JORDAN, CHARLES, Coventry, Miller. May 8. Minster, Coventry

KENTON, GEORGE, the elder, Thorne, Yorks, Gent. May 15. Kenyon &amp; Son, Thorne, via Doncaster

LEON, ANNIE, King Henry's rd, South Hampstead. May 18. Montagu, Bucklersbury

LEVY, ELIZA, Forchester ter, Paddington. May 8. Montagu, Bucklersbury

MOTT, HENRY, Kingston rd, Staines, Brewer's Traveller. May 15. Jukes, Staines

PANCKRIDGE, ELLEN FAULKNER, Milner sq, Islington. May 31. Smith &amp; Rydon, Lincoln's inn fields

PASSELL, ROBERT THOMAS, Manningtree, Essex, Baker. May 25. White &amp; Son, Colchester

PIGO, THOMAS, Bishopston, Durham, Gent. June 1. Archer, Stockton on Tees

PURRIER, ROY HENRY THORNTON, Devizes, Wilts, Clerk. May 29. Booty &amp; Bayliffe, Raymond bldgs, Gray's inn

CHRISTY, ROBERT, Chignall St James, Essex, Farmer. June 1. Duffield &amp; Bruty, Chelmsford

SHUCKBURN, SALIZA SOPHIA, Bath. June 1. Stone &amp; Co, Bath

SMITH, JAMES, Ombersley, Worcs, retired Butcher. May 30. Matthews, Worcester or Spoforth, Worcester

SMITH, THOMAS LANGHORNE, Middlesborough, Grocer. May 9. Meek, Middlesborough

TAYLOR, GEORGE, Edgbaston, Birmingham, Gent. May 13. Thomas, Birmingham

TODD, RICHARD, Bardney, Lincs, Farmer. May 30. Clitherow &amp; Elsey, Horncastle

WEBSTER, CRAYSTON, Kendal, Land Agent. June 8. Thomson &amp; Wilson, Kendal

WEHLEN, GUSTAV PAUL, Cullum st, Watch Maker. May 18. Sydney, Aldersgate st

WILLIS, EDWARD, Cheltenham, Esq, formerly Captain in 37th Regiment. May 23. Farrer &amp; Co, Lincoln's inn fields

WINSTANLEY, CLEMENT, Ingatestone, Essex, Surgeon. June 1. Duffield &amp; Bruty, Chelmsford

London Gazette.—TUESDAY, April 21.

ARCHER, MARY, Stroud Green rd, Finsbury park. May 22. Damant, Granville rd, Stroud Green

ATKINSON, MARY, Alnwick. May 20. Wheldon, South Shields

BETHELL, JOHN, Frodsham, Chester, Gent. May 20. Linaker & Linaker, Runcorn

BORMAN, JOSEPH, Swallow, Lincs, Farmer. May 15. Bell & Co, Louth

BOWEN, JAMES, Haverfordwest, Esq. May 25. Bendaal, Haverfordwest and Milford Haven

BURFIELD, SARAH ELIZABETH, Ventnor, I.W. June 2. Urry, Ventnor.

COLES, TIMOTHY HORSMAN, Westburne terrace, Hyde park. May 30. Baileys & Co, Berners st

COOKWORTHY, ELIZABETH SMITH, Newbury, Berks. May 23. Bartrs, Solicitor's Office, Gt Northern Ry Station, King's Cross

DANBY, FRANCIS, Leeds, Upholsterer. June 1. Simpsons & Denham, Leeds

FLORD, GEORGE, Balsall Heath, Worcs, Gent. May 13. Baller & Cross, Birmingham

FORTUNE, THOMAS, Theobald's rd, Gray's inn, Solicitor. June 1. J T & G F Marshall, Theobald's rd, Gray's inn

GEE, ROBERT, Liverpool, Doctor of Medicine. June 1. Payne & Frodsham, Liverpool

GIBBENS, STEPHEN, Ramsgate, retired Licensed Victualler. June 30. Edwards, Ramsgate

GORDON, ELIZABETH, Pecklington, Yorks. May 21. Leeman & Co, York

HATTEN, ELIZABETH, Stowmarket, Suffolk. May 20. Carr, 37, Granville rd, Waltham-stow

HAYES, COOPER CRAWFORD, Drayton Green rd, M.D., Surgeon-Major Staffordshire Militia. June 1. Herbert, Cork st, Burlington grds

HIGHAM, JOHN, Edgbaston, Warwick, Gent. May 30. Balden & Son, Birmingham

HOLLAND, WILLIAM, Astbury rd, Peckham. May 4. McDiarmid & Teather, Newman's court, Cornhill

HOOPER, HELEN, Clarence sq, Brighton. June 2. Rivington & Son, Fenchurch bldgs

HORTON, ANN, Neechell's Park rd, Birmingham. June 1. Bloxham & Co, Birmingham

JONES, CHARLES, Harborne, Staffs, Electro Gilder. May 16. Docker, Birmingham

JONES, MARTHA, Wednesbury, Staffs. May 18. Slater & Co, Darlaston

KENTON, GEORGE, the elder, Thorne, Yorks, Gent. May 15. Kenyon & Son, Thorne, via Doncaster

LAMB, ELLEN, Guildford, Surrey. May 7. Gresham & Co, Old Jewry chmbrs

LESTER, THOMAS, Dudley, Wine Merchant. June 1. Watts & Johnson, Dudley

LEWIS, HUBERT, Joseph, Bankside, Southwark, Merchant. May 23. Cattams & Co, Mark lane

LLOYD, FLORA COLLINGS, Reading. May 19. Wheatly & Co, New inn, Strand

LUCY, HENRY SPENCER, Charleote park, Warwick, Esq. May 20. Wright & Hassall, Leamington

PENNINGTON, JAMES, South Gosforth, Northumbria, Builder. April 30. Dix & Warlow, Newcastle on Tyne

PINK, JAMES, Fareham, Southampton, Yeoman. May 20. Kelsall, Fareham

PIRENET, JOHN BALL (JUN), Newton Abbot, Devon, Wine Merchant. May 25. Francis & Co, Newton Abbott

SCOTT, THOMAS, Penrith, Cumbrid, retired Farmer. May 28. Arnison & Co, Penrith

SCHWEEER, JOSEPH, Truro, Cornwall, retired Jeweller. May 16. Marrack & Co, Truro

SHOLE, SIMON, Devonshire pl, Old Kent rd, Gent. June 15. Marchant & Denwell, George 3rd, Lombard st

SMITH, VICTORIA, PETRONILA DEL SAZ, Hyde Park terr. May 15. Blount & Co, Arundel st, Strand

THOMPSON, SARAH, Goodland, Knott County, Missouri, U.S.A. May 11. Halton & Hodgson, Carlisle

TYRER, CHARLES, Liverpool, Coachbuilder. June 16. Whitley & Co, Liverpool  
 WINTER, SARAH, Minehead, Somerset. May 9. Hole, Minehead  
 WOODHOUSE, ELIZA, Dudley. May 18. Watts & Johnson, Dudley  
*London Gazette.—FRIDAY, April 21.*  
 ANCHEL, MARGARET, Stroud Green rd, Finsbury Park. May 21. Damant, Granville rd, Stroud Green  
 BORNOWDALE, ANTHONY, Manchester, Cashier. May 15. Tallent-Bateman, Manchester  
 BURROWS, ALFRED JOE, Pluckley, Kent, Land Agent. May 16. Hallett & Co, Ashford  
 CABS, THOMAS, Bath, Clerk in Holy Orders. June 30. Thomas, Bristol  
 CARTER, WILLIAM, Wyrexham Lodge, Ealing, Gent. June 15. Lambert, Mark lane, and Ealing  
 CLARE, THOMAS, Aldermanbury, Merchant. May 25. Clifford & Co, Finsbury pavement  
 CONWAY, WILLIAM, Ponthir, nr Newport, Mon, Tin Plate Manufacturer. May 21. Bailhache & Co, Newport, Mon  
 CRABB, ELIZABETH FARMER, Ramsgate. May 22. Murray & Co, Birchin lane  
 CRABB, WILLIAM, Uplme, Devon, retired Licensed Victualler. May 15. Forward, Axminster  
 DAVIES, THOMAS, High Holborn, Linen Draper. July 1. Cronins, Southampton st, Bloomsbury  
 DEANX, CHARLES MARCH, Winchester, Esq. July 1. Bowker & Son, Winchester  
 DIXON, ISABELLA, Park Place East, Sunderland. May 31. Moore & Co, Sunderland  
 ELLIS, GEORGE, Bingley, Yorks, Gent. July 1. Taylor & Co, Bradford  
 FRENCH, DOROTHY, Winshall, Derby. June 8. Small, Burton on Trent  
 GORDON, MARGARET CATHERINE, Aldridge rd villas, Baywater. May 18. Gray & Co, Staple inn  
 GOULEX, JAMES, Sewardstone rd, Victoria Park, Wood Carter. May 30. Francis & Griffiths, Austinfriars  
 GRIFFITHS, GEORGE, Wellington, Salop, Innkeeper. May 16. Maund, Worcester  
 HALL, HENRY, Southsea, Gent. June 21. Pearce, Bath  
 HILL, WILLIAM, Cheltenham, Surgeon. June 21. Drew, Cheltenham  
 HUGHES, ROWLAND, Penissard, Llanrwst, Denbigh, Gent. May 30. Griffith, Llanrwst  
 JONES, JOHN, Brindleyford, Woolstanton, Staffs, Caretaker. May 6. Hollinshead & Moody, Tunstall  
 LAWS, ELIZABETH PIER, Keogh rd, Stratford. May 21. Jennings & Son, Leadenhall st  
 LEWIS, GEORGE MEADE, Gt Western Hotel, Paddington, Esq. June 5. Turner, Bedford row  
 MAESTALL, JOHN HAYES, Woodford, Essex. June 1. Martin & Bilbrough, Fenchurch st

## BANKRUPTCY NOTICES.

*London Gazette.—FRIDAY, April 21.*

## RECEIVING ORDERS.

BROOKS, GEORGE HENRY, Albemarle rd, Beckenham, Solicitor High Court Pet April 4 Ord April 21  
 BROWN, JAMES ROBINSON, Devon's rd, Bromley by Bow, Draper High Court Pet April 9 Ord April 21  
 BURISTON, GEORGE HERBERT, Leeds, Stationer Leeds Pet April 22 Ord April 22  
 CHIVERTON, ALBERT JOHN, Southsea, Greengrocer Portsmouth Pet April 20 Ord April 20  
 CLARKE, FRANCES, Worcester, Widow Worcester Pet April 22 Ord April 22  
 COLLINS, JAMES, Kirkley, Suffolk, Journeyman Painter Gt Yarmouth Pet April 20 Ord April 20  
 COLLINS, WILLIAM BRIDGE, and WILLIAM BRIDGE COLLINS (jun.), East India avenue, Colonial Merchants High Court Pet April 20 Ord April 21  
 COO, WALTER ROBERT, Southampton bldgs, Licensed Victualler High Court Pet April 21 Ord April 21  
 CROFT, WILLIAM, Halifax, Brass Finisher Halifax Pet April 21 Ord April 21  
 DAWSON, ESTHER, Burley in Wharfedale, Yorks, Grocer Leeds Pet April 22 Ord April 22  
 DODSON, CHARLES, Lower Grosvenor place, Linen Merchant High Court Pet April 20 Ord April 20  
 ELLS, BENJAMIN, Manchester, Estate Agent Manchester Pet April 4 Ord April 21  
 FIELD, HENRY, Shepton Mallet, Somerset, Innkeeper Wells Pet April 22 Ord April 22  
 GARNARD, CHARLES, Melton, Mowbray, Commercial Traveller Leicester Pet April 20 Ord April 20  
 GRANGER, JOHN THOMAS CHINNICK, Wivenhoe, Essex, Grocer and General Dealer Colchester Pet April 22 Ord April 22  
 GREGGON, JOHN THOMAS, Codsall Wood, Staffs, Farmer Wolverhampton Pet April 20 Ord April 20  
 HALL, ELIZABETH, West Bromwich, Haulier West Bromwich Pet April 18 Ord April 18  
 HARVEY, FREDERICK WILLIAM, Hitchin, Herts, Hairdresser Luton Pet April 22 Ord April 22  
 HOARE, CHARLES THOMAS, Fulbourn, Cambs, Publican Cambridge Pet April 21 Ord April 21  
 HODGSON, WILLIAM, Cardiff, House Furnisher Cardiff Pet April 2 Ord April 21  
 LATHAM, HENRY WORTLEY, Workshop, Notts, Family Grocer Sheffield Pet April 22 Ord April 22  
 LEWIS, GEORGE, Hafod, nr Pontypridd, Glam, Colliery Clerk Pontypridd Pet April 20 Ord April 20  
 MCLACHLAN, WILLIAM, Glasbury rd, West Kensington, of no occupation High Court Pet March 1 Ord April 22  
 MULLINS, S, late Malvern rd, Kilburn, Milk Vendor High Court Pet March 21 Ord April 22  
 PASS, MICHAEL, EDWIN FRANCIS PASS, and ERNEST FREDERICK GIBBS PASS, Plymouth Wharf, Isle of Dogs, Cement Makers High Court Pet March 20 Ord April 22  
 PAUL, EMMA, Allen rd, Stoke Newington, Oil Dealer Edmonton Pet April 21 Ord April 21  
 A. E. POWELL & Co., Swindon, Wilts, Manufacturers of the Moonside Bitters Swindon Pet March 17 Ord April 20  
 REUTER, JOHN PETER, Theobald's rd, Provision Dealer High Court Ord April 11  
 RICHARDSON, THOMAS, the Crescent, Kingsland rd High Court Pet March 2 Ord April 22

ROBERTS, R. H., Liverpool, Master Mariner Liverpool Pet March 23 Ord April 21  
 SELWOOD, JOSEPH ALFRED, Rodborough, Glos, Baker Gloucester Pet April 22 Ord April 22  
 STEPHENSON, PETER, Liverpool, Licensed Victualler Liverpool Pet April 9 Ord April 21  
 THOMAS, DANIEL GRIFFITH, Cardigan, Chemist Carmarthen Pet April 18 Ord April 18  
 TIBBETS, HERBERT, Wimpole st, Physician High Court Pet April 11 Ord April 21  
 TEULAS, JOHN, New Swindon, Wilts, Mason Swindon Pet April 22 Ord April 22  
 WOOD, THOMAS, the Lye, nr Stourbridge, Worcs, Shipping Tackle Manufacturer Stourbridge Pet April 17 Ord April 18

The following amended notice is substituted for that published in the London Gazette, April 1.

DUNNING, THOMAS BRADBRIDGE, Dartmouth, Baker East Stonehouse Pet April 11 Ord April 11

## FIRST MEETINGS.

ABLE, GEORGE HENRY, Tittleshall, Norfolk, Baker May 2 at 12 Shirehall, Norwich Castle  
 BARLOW, GEORGE THOMAS, Birkdale, Southport May 8 at 3 Off Rec, 14, Chapel st, Preston  
 BARNES, HENRY ALTHUR LINTON, Whitley, Yorks May 4 at 1 Angel Hotel, Whitley  
 BARR, JAMES, Earlestown, Lanes, Iron Turner May 8 at 11:30 Court House, Upper Bank st, Warrington  
 CANN, FREDERICK WILLIAM MOORE, Nottingham, Solicitor May 1 at 12 Off Rec, St Peter's Church walk, Nottingham  
 CAVELL, JOHN SCOTT, Regent sq, King's Cross, Clerk to the New Zealand Agricultural Co May 12 at 12 33, Carey st, Lincoln's inn  
 COLLETT, EDWARD CHARLES, and PERCY COLLETT, 18, Ledbrooke grove rd, Notting Hill, Auctioneers May 8 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn  
 COLLINS, JAMES, Kirkley, Suffolk, Journeyman Painter May 2 at 1:30 Off Rec, 8, King st, Norwich  
 CRABTREE, WILLIAM, Halifax, Brass Finisher May 6 at 11 Off Rec, Halifax  
 CROUCH, WILLIAM, Pendennis, St Just in Penwith, Cornwall, Commissioned Boatman in Coast Guard Service May 2 at 11 Off Rec, Boscastle st, Truro  
 DAVIS, GEORGE, and JAMES LUSTED, Hackney rd, Corn Merchants May 8 at 2:30 33, Carey st, Lincoln's inn  
 DAVIS, WILLIAM, Stourport, Worcs, late Farmer May 1 at 2:30 Roden & Dawes, Solicitors, Kidderminster  
 GRIFFIN, HENRY, Great Barrington, Glos, Miller May 6 at 3:30 County Court bldgs, Cheltenham  
 HALL, JOHN, Portlady by Sea, Sussex, Wholesale Provision Dealer May 4 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 HARRIS, WILLIAM JOHN, Barking rd, West Ham, Printer May 6 at 12 33, Carey st, Lincoln's inn  
 HAYWARD, WALTER, Faringdon, Hants, Builder May 7 at 4:30 Off Rec, Cambridge June, High st, Portsmouth  
 HEYS, JAMES BOSTON, Kidderminster, Professor of Music May 1 at 2 Roden & Dawes, Solicitors, Kidderminster  
 HICKS, WILLIAM GEORGE, Southsea, Timber Merchant May 7 at 3 Off Rec, Cambridge June, High st, Portsmouth  
 HOARE, CHARLES THOMAS, Fulbourn, Cambs, Publican May 3 at 12:30 Off Rec, 5, Petty Cury, Cambridge

MITCHELL, SIMON, St. Agnes, Cornwall, Miner. May 21. Blunt & Lawford, Gresham st  
 MORRIS, ADAM, Pond rd, Blackheath park, Esq. May 31. Lanfear & Tanner, Cannon st  
 OPENSHAW, JAMES PHILIP, Farnworth, nr Bolton, Gent. May 14. Monks, Bolton  
 PUDICOMBE, MARY ELIZABETH LEWIS, Stoke, Devonport. June 3. Gard, Devonport  
 PURDON, JAMES, West Hartlepool, retired Builder. June 1. Young, West Hartlepool  
 RAMSEY, CHARLES, Grosvenor st, Grosvenor sq, Esq. May 30. Boodle, Davies st, Berkeley sq  
 REDMAYNE, ROBERT TURNER, Preston. May 25. Dean & Son, Preston  
 RICKARD, MARY ANN, Bideford, Devon. May 28. Rooker & Bazeley, Bideford  
 ROBERTS, JOHN, Gateshead, Durham, Umbrella Manufacturer. June 1. Dixon, Gateshead  
 ROWELL, FRANCIS, Musbury, Devon, Yeoman. May 15. Forward, Axminster  
 SMITH, WILLIAM CHARLES, Naval and Military Club, Lieut. Col. Seaford Highlanders, retired. June 1. Flagstaff, Craig's crt, Charing Cross  
 STANFIELD, JOHN, Sowerby Bridge, Yorks, Manufacturer. May 21. Rhodes & Evans, Halifax  
 STEVENS, PHILLIPS, Hulland, Derbyshire. May 30. Holland & Rigby, Ashborne  
 STRATTON, ELIZABETH MARY, Stoke, Devonport. June 1. Benett, Devonport  
 TAYLOR, GEORGE, Lawrence rd, North Kensington, Gent. May 22. Pickett & Mytton, King's Bench walk, Temple  
 THICKBROOM, SAMUEL, Alvechurch, Worcs, Farmer. May 14. Tunbridge, Redditch  
 THRAVES, SAMUEL TAYLOR, Nottingham, Furniture Dealer. May 23. Dowson & Wright, Nottingham  
 THROSBEL, JOHN, St James's rd, Brixton, Contractor's Agent. June 1. Fishers & Reece, Essex st, Strand  
 VICKERY, JAMES, Thornton Heath, Surrey, Licensed Victualler. June 1. Fishers & Reece, Essex st, Strand  
 WALLACE, SIR RICHARD, Bart, K.C.B., Manchester sq. June 20. Caprons & Co, Saville pl, Conduit st  
 WALTON, HENRY CRANE, Preston. May 20. Walton, College hill, Cannon st  
 WASHINGTON, CAROLINE, Jacksall, Selston, Notts. June 6. Peake, Rippl y, Derby  
 WATSON, MARY ANN, Underhill rd, East Dulwich. May 25. Birt & Follett, Townhall chambers, Southwark  
 WHITEHEAD, WILLIAM FOSTER, McLean's bldgs, Book Edge Gilder. June 30. Mote & Son, Queen st  
 WILLIAMS, GEORGE, Stockton on Tees. July 23. Hutton & Hutton, Stockton on Tees  
 WINTER, SARAH, Minehead, Somerset. May 9. Hole, Minehead  
 WITHERINGTON, SARAH, Sandown, I.W. May 30. Woodbridge, Sandown, I.W.  
 WOOLIDGE, ELIZABETH ANN, Mulberry st, Liverpool. June 10. Smith & Son, Liverpool

HOROBIN, ALFRED JOHN, Cambridge, Sugar Boiler May 5 at 12 Off Rec, 5, Petty Cury, Cambridge  
 HUTCHINSON, SAMUEL, Adwalton, nr Bradford, late Farmer May 2 at 11 Off Rec, 31, Manor row, Bradford  
 KELLETT, FRED, Wyke, Birstal, Yorks Wholesale Confectioner May 4 at 3 Off Rec, 31, Manor row, Bradford  
 KIDD, ALFRED JOHN, Baker st, Enfield, Builder May 1 at 3 Off Rec, 35, Temple chambers, Temple avenue  
 KIRTON, FRANK, Friday st, Chesham, Commercial Traveller May 5 at 2:30 Bankruptcy bldgs, Portugal st, Lincoln's inn  
 LUDLAM, CHARLES ALFRED, Burton-on-Trent, Common Brewer May 4 at 2:30 Assembly Room, St George's Hall, Burton on Trent  
 LUKE, ERASTUS PARNERAS, Plymouth, Merchant Clothier May 1 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn  
 MASON, ROBERT, Haswell, Durham, Blacksmith May 7 at 12 Off Rec, 25, John st, Sunderland  
 MOSS, WILLIAM CHARLES, High rd, Kilburn, Coachbuilder May 7 at 11 33, Carey st, Lincoln's inn  
 ROWAN, CULLOCH, late Buryclough park, Enfield May 6 at 2:30 33, Carey st, Lincoln's inn  
 SMITH, SAMUEL, Leman st, Whitechapel, Superintendent May 7 at 2:30 33, Carey st, Lincoln's inn  
 STONE, THOMAS, late of Burgess Hill, Sussex, Engineer May 5 at 2:30 Off Rec, 21, Railway app, London bridge  
 SUTER, ROBERT, Lee, Kent, Draper May 4 at 12:30 21, Railway approach, London Bridge  
 TRUMAN, HENRY, Radford, Nottingham, Lace Manufacturer May 1 at 3:30 Off Rec's Offices, St Peter's Church walk, Nottingham  
 VARNY, ROBERT, Upper Hale, Farnham, Surrey, Builder May 7 at 11:30 21, Railway approach, London Bridge  
 WARE, ELIZABETH SARAH, Cuthbert st, Paddington, Oil Man May 6 at 12 Bankruptcy bldgs, Portugal street, Lincoln's inn  
 WEISKER, LEOPOLD, Liverpool, Hotel Proprietor May 7 at 3 Off Rec, 35, Victoria st, Liverpool  
 WILCOCK, WILLIAM, Peckett Well, nr Hebdon Bridge, Yorks, Managing Director of a Manufacturing Co May 14 at 1:45 Exchange Hotel, Nicholas st, Burnley  
 WILSON, R. W. Hart st, Bloomsbury May 6 at 11 33, Carey st, Lincoln's inn  
 ZUCCANI, ERNEST, Brick lane, Spitalfields, Timber Merchant May 11 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn

The following amended notice is substituted for that published in the London Gazette, April 17.

PERKINS, EDWARD, Royal Leamington Spa, Numismatist May 2 at 11 Off Rec, 17, Hertford sq, Coventry

The following amended notice is substituted for that published in the London Gazette, April 21.

CHASSWELLER, WILLIAM ELLIS, the younger, Ipswich Chemist April 28 at 12:15 Off Rec, 36, Princess street, Ipswich

## ADJUDICATIONS.

BANCE, EDGAR JOHN, Lewes, Sussex, Tailor Lewes Pet April 15 Ord April 21  
 BARLOW, GEORGE THOMAS, Birkdale, Southport Preston Pet April 15 Ord April 22  
 BELCHER, CHARLES EDWARD, Brookhouse, High Halden, Kent, Farmer Hastings Pet April 10 Ord April 17



BLAKELEY, WILLIAM, Dewsbury, Woollen Manufacturer Dewsbury Pet Apr 7 Ord Apr 22  
 BENNETT, FREDERICK, Portadown rd, Gent High Court Pet Jan 26 Ord Apr 22  
 BERNISTON, GEORGE HERBERT, Leeds, Stationer Leeds Pet Apr 22 Ord Apr 22  
 CARBUTHTER, WILLIAM, Sheffield, Hotel Proprietor Sheffield Pet Mar 25 Ord Apr 22  
 CHIVERTON, ALBERT JOHN, Southsea, Greengrocer Portsmouth Pet Apr 20 Ord Apr 20  
 CLARKE, FRANCES, Worcester, Widow Worcester Pet Apr 22 Ord Apr 22  
 COLLINS, JAMES, Kirkley, Suffolk, Journeyman Painter Gt Yarmouth Pet Apr 20 Ord Apr 20  
 DAWSON, ESTHER, Burley in Wharfedale, Yorks, Grocer, Widow Leeds Pet Apr 22 Ord Apr 22  
 FIELD, HENRY, Shepton Market, Somerset, Innkeeper Wells Pet Apr 22 Ord Apr 22  
 GARRARD, CHARLES, Melton Mowbray, Commercial Traveller Leicester Pet Apr 20 Ord Apr 20  
 GORTON, CHESTER ALDRIDGE, City rd, Wholesale Perfumery High Court Pet Apr 11 Ord Apr 21  
 GRANGER, JOHN THOMAS CHINNICK, Wivenhoe, Essex, Grocer Colchester Pet Apr 22 Ord Apr 22  
 HALL, ELIZABETH, West Bromwich, Haulier West Bromwich Ord Apr 20  
 HAYWARD, WILLIAM JAMES, and GEORGE WILLIAM HAYWARD, Beer lane, Printers High Court Ord Apr 22  
 HERIVEL, JOHN WILLIAM, Chapsdale, Silk Manufacturer High Court Ord Apr 22  
 HOARE, CHARLES THOMAS, Fulbourn, Cambs, Publican Cambridge Pet Apr 21 Ord Apr 21  
 JONES, ISAAC BREEZE, Abertillery, Mon, Hotel Proprietor Tredegar Pet Apr 17 Ord Apr 21  
 KIDD, ALFRED JOHN, Baker st, Enfield, Builder Edmonton Pet Feb 30 Ord Apr 15  
 LEWIS, GEORGE, Hafod, nr Pontypridd, Glam, Colliery Clerk Pontypridd Pet Apr 20 Ord Apr 20  
 LEWIS, STEPHEN, New Tredegar, Mon, Grocer Tredegar Pet Apr 2 Ord Apr 21  
 PAUL, EMMA, Allen rd, Stoke Newington, Oil Dealer Edmonton Pet Apr 21 Ord Apr 21  
 PEARSON, WILLIAM, Nottingham, Lace Bleacher Nottingham Pet Apr 16 Ord Apr 16  
 ROBERTSON, JAMES MURRAY, late Austinfriars, Merchant High Court Pet Feb 6 Ord Apr 21  
 SMITH, CECIL, Chancery lane, late Lieutenant of the Submarine Miners of the Engineer Militia High Court Pet Mar 17 Ord Apr 21  
 STENZEL, WILLIAM JAMES SAWREY, Hartlepool, Hotel Proprietor Sunderland Pet Apr 6 Ord Apr 20  
 SYMONS, ANDREW REID, Southwark Bridge rd, Engineer High Court Pet Mar 13 Ord Apr 20  
 TAYLOR, JOHN, Louthbury, Stockbroker High Court Pet Apr 6 Ord Apr 21  
 THOMSON, WALTER, Whitley, Northumbria, Grocer Newcastle on Tyne Pet Apr 4 Ord Apr 22  
 TRUMAN, JOHN, New Swindon, Wilts, Mason Swindon Pet Apr 22 Ord Apr 22  
 WARE, ELIZABETH SARAH, Cuthbert st, Paddington, Oil Man High Court Pet Apr 10 Ord Apr 20  
 WHITE, WILLIAM STOKES, Moss Side, nr Manchester Chemist's Assistant Salford Pet Mar 20 Ord Apr 21

## THE BANKRUPTCY ACT, 1869.

## BANKRUPTCY PETITION ANNULED.

DUNCAN, HON HUBERT VALENTINE, 10, Belgrave sq Adj Ord Jan 16, 1891 Annual April 20

London Gazette—Tuesday, April 23.

## RECEIVING ORDERS.

ALLCOCK, JAMES, Burton on Wolds, Leics, Grazier Leicester Pet Apr 21 Ord Apr 21  
 ANDREW, JOSEPH, Peterborough, Plumber Peterborough Pet Apr 25 Ord Apr 25  
 BEARDSALL, ELIZABETH, Nottingham, Widow Nottingham Pet Apr 11 Ord Apr 24  
 BEDFORD, SIDNEY, Halifax, Greengrocer Halifax Pet Apr 24 Ord Apr 24  
 CARR, JOHN JOSEPH, Knighton, Leics, Wool Sorter Leicester Pet Apr 24 Ord Apr 24  
 CLOUGH, WILLIAM HENRY MAWSON, Leeds, Accountant Leeds Pet Apr 21 Ord Apr 21  
 CLOWES, GEORGE, New Brighton, Cheshire, Greengrocer Birkenhead Pet Apr 25 Ord Apr 25  
 COATES, EDWARD FRANCIS, Sudbury, Suffolk, Confectioner Colchester Pet Apr 21 Ord Apr 23  
 DAVIES, FREDERICK GEORGE, Nottingham, Silk Merchant Nottingham Pet Apr 25 Ord Apr 25  
 EDWARDS, DAVID, Stockport, Shoe Dealer Stockport Pet Apr 21 Ord Apr 21  
 ELLIS, JOSEPH, Clondrie place, Liverpool rd, Islington late Shoemaker High Court Pet Mar 16 Ord Apr 21  
 EVANS, LOUIS HERBERT COLERIDGE, Cardiff, Painter Cardiff Pet Apr 25 Ord Apr 25  
 FERNETHOUGH, HENRY, Highbury, Newland, Glos, Farmer Newport, Mon Pet Apr 24 Ord Apr 24  
 FRANKS, ALFRED, Liverpool, Provision Dealer Liverpool Pet Apr 21 Ord Apr 21  
 FRANKS, HENRY, Essex rd, Islington, Cheesemonger High Court Pet Apr 6 Ord Apr 24  
 GIST, SAMUEL, Plymouth, Bookbinder East Stonehouse Pet Apr 23 Ord Apr 23  
 GREENWAY, JAMES BILEY, Tunbridge Wells, Doctor of Medicine Tunbridge Wells Pet Apr 22 Ord Apr 22  
 GUTTRIDGE, WILLIAM, Hastings, Confectioner Hastings Pet Apr 22 Ord Apr 22  
 HADDON, FRANK DANIEL, Manchester, Calico Printer Manchester Pet Apr 21 Ord Apr 23  
 HALLIDAY, ALEXANDER CLARKE, East Cowes, I.W., Carpenter Newport and Ryde Pet Apr 22 Ord Apr 22  
 HART, CHARLES WILLIAM, New Swindon, Wilts, Smith Swindon Pet Apr 23 Ord Apr 23  
 HART, ROBINSON, Darlington, Barber Stockton on Tees and Middlesbrough Pet Apr 21 Ord Apr 21  
 HEWETTY, E H, Trafalgar sq, Chelsea, late Consul at Old Calabar High Court Pet Mar 20 Ord Apr 21

HUGHES, CAMEROCK, & Co, New Broad st House, Stock Dealers High Court Pet Mar 14 Ord Apr 24  
 JACOBS, JOSEPH, Plymouth, Licensed Victualler East Stonehouse Pet Apr 13 Ord Apr 21  
 JASTZEBSKI, STEPHEN LOUIS, Halifax, Tobacconist Halifax Pet Apr 23 Ord Apr 23  
 LUSH, GEORGE AKIN, Alderney rd, Globe rd, Mile End, Builder High Court Pet Apr 25 Ord Apr 25  
 MAYHEW, JOHN BENNETT, Gloucester, Hatter Gloucester Pet Apr 23 Ord Apr 21  
 MITCHELL, SETH, Leeds, Cloth Manufacturer Leeds Pet Apr 21 Ord Apr 21  
 MULLINS, HENRY, Salisbury, Furniture Broker Salisbury Pet Apr 25 Ord Apr 25  
 NEWTON, EDWARD, West Croydon, Surrey, Licensed Victualler Croydon Pet Mar 3 Ord Apr 23  
 OSTLE, WILLIAM SHERWIN, Carlisle, Grocer Carlisle Pet Apr 25 Ord Apr 25  
 PERRY, JOHN, Hatherleigh, Devon, Outfitter East Stonehouse Pet Apr 20 Ord Apr 21  
 REW, WILLIAM EDWARD, Wanswell, Swansea, Grocer Swansea Pet Apr 21 Ord Apr 21  
 ROSENTHAL, PHILIP, Midway Park, Diamond Merchant High Court Pet Apr 1 Ord Apr 23  
 SHIELDS, JONATHAN, Tytherington, nr Macclesfield, Farmer Macclesfield Pet Apr 7 Ord Apr 21  
 STRATFORD, WILLIAM, and THOMAS MULLETT, Kingston upon Hull, Cabinet Manufacturers Kingston upon Hull Pet Apr 23 Ord Apr 23  
 STRUTTON, ROBERT THOMAS, Croydon, Surrey, Dairyman Croydon Pet Apr 22 Ord Apr 22  
 SUMMERS, CHARLES BROTHERTON, Kingston upon Hull, Solicitor Kingston upon Hull Pet Apr 25 Ord Apr 25  
 SWANWICK, ARTHUR, Nottingham, Barman Nottingham Pet Apr 23 Ord Apr 23  
 SWINDEN, GEORGE, Healey, Sheffield, Blade Forger Sheffield Pet Apr 24 Ord Apr 24  
 THOMAS, DANIEL, Pencader, Llanfihangel ar arth, Carmarthenshire, Grocer Carmarthen Pet Apr 2 Ord Apr 21  
 TRETHERWEY, THOMAS, Burnley Grocer Burnley Pet Apr 25 Ord Apr 25  
 WEBBER, EDWIN, Paignton, Devon, Leather Seller East Stonehouse Pet Apr 23 Ord Apr 23  
 WHITFIELD, M, & SONS, Kingston upon Hull, Provision Merchants Kingston upon Hull Pet Mar 10 Ord Apr 21  
 WISDOM, WILLIAM ERENEZEEL, Woodchurch, nr Ashford, Kent, Schoolmaster Hastings Pet Apr 25 Ord Apr 25  
 WOLLEBAUGH, WILLIAM, Gt Albion st, Whitechapel High Court Pet Mar 19 Ord Apr 16  
 WOODARD, JAMES ANSON, Wetherby, Yorks, Printer Yorks Pet Apr 21 Ord Apr 21

The following amended notice is substituted for that published in the London Gazette of April 10.

LUKE, ERASTUS PARNESAS, Plymouth, Merchant Clothier East Stonehouse Pet Apr 7 Ord Apr 7

The following amended notice is substituted for that published in the London Gazette of April 21.

CRASSWELLER, WILLIAM ELLIS, the younger, Ipswich, Chemist Ipswich Pet Apr 15 Ord Apr 16

## FIRST MEETINGS.

ALLCOCK, JAMES, Burton on Wolds, Leics, Grazier May 8 at 3 Off Rec, 34, Friar lane, Leicester  
 ALLEN, GOLDEN, Orsett, Essex, Farmer May 5 at 3 Off Rec, 95, Temple chambers, Temple avenue  
 BAILEY, WILLIAM THOMAS, Leeds, Grocer May 7 at 11 Off Rec, 22, Park row, Leeds  
 BANGS, EDGAR JOHN, Lewes, Sussex, Tailor May 5 at 12 Off Rec, 24, Railway approach, London Bridge  
 BEDFORD, SIDNEY, Halifax, Greengrocer May 6 at 12 Off Rec, Halifax  
 BLAIR, JOHN, Stockton on Tees, Sergeant of Police May 13 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 BROOKS, JAMES ROBINSON, Devon rd, Bromley by Bow, Draper May 8 at 11 33, Carey st, Lincoln's inn fields  
 BUCKLAND, CHARLES HENRY, Guildford, Surrey, Tobacconist May 7 at 12 30 24, Railway approach, London Bridge  
 CARR, JOHN JOSEPH, Knighton, Leics, Wool Sorter May 8 at 2 30 Off Rec, 34, Friar lane, Leicester  
 COATES, EDWARD FRANCIS, Sudbury, Suffolk, Confectioner May 6 at 12 15 Townhall, Sudbury, Suffolk  
 CUTBILL, JOHN JAMES, Marlborough, Wilts, Innkeeper May 8 at 2 15 Off Rec, 32, High st, Swindon  
 DAVIDSON, GEORGE, Jaitow, Durham, Painter May 8 at 11 30 Off Rec, Park lane, Newcastle upon Tyne  
 DOUGLAS, COTTIS ALEXANDER, Leadenhall st, Hairdresser May 6 at 2 30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 ELVERY, FREDERICK WILLIAM, Folkestone, Boarding house Keeper May 8 at 9 15 Off Rec, 5, Castle st, Canterbury  
 ESLEB, ROBERT, Queen's rd, Peckham, Surgeon May 8 at 1 33, Carey st, Lincoln's inn fields  
 GARRARD, CHARLES, Melton Mowbray, Commercial Traveller May 8 at 12 30 Off Rec, 31, Friar lane, Leicester  
 GODWIN, HENRY JAMES, Cricklade, Wilts, Farmer May 8 at 12 30 Off Rec, 32, High st, Swindon  
 GOLDBERG, ABRAHAM, East India rd, Poplar, Tailor May 6 at 1 33, Carey st, Lincoln's inn fields  
 GRANGER, JOHN THOMAS CHINNICK, Wivenhoe, Essex, Grocer May 5 at 12 15 Off Rec, 36, Prince's st, Ipswich  
 GRETTON, JOHN THOMAS, Godal Wood, Staffs, Farmer May 12 at 11 Off Rec, Wolverhampton  
 HALLIDAY, ALEXANDER CLARKE, East Cowes, I.W., Carpenter May 7 at 19 Holyrood chambers, Newport, I.W.  
 HART, CHARLES WILLIAM, New Swindon, Wilts, Smith May 8 at 3 15 Off Rec, 32, High st, Swindon  
 HEATH, FREDERICK GEORGE, Crabbs Cross, nr Redditch, late Needle Manufacturer May 6 at 12 25, Colmore row, Birmingham  
 JASTZEBSKI, STEPHEN LOUIS, Halifax, Tobacconist May 6 at 11 30 Off Rec, Halifax  
 KEYWOOD, GEORGE BENJAMIN, Hatton Garden, Holborn, Clock Manufacturer May 7 at 2 30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

LEWIS, STEPHEN, New Tredegar, Mon, Grocer May 7 at 11 Off Rec, Merthyr Tydfil  
 SELWOOD, JOSEPH ALFRED, Rodborough, Glos, Baker May 7 at 4 Imperial Hotel, Stroud  
 SHELTON, JONATHAN, Tytherington, nr Macclesfield, Farmer May 5 at 11 Off Rec, 23, King Edward st, Macclesfield  
 SKINNER, JAMES WILLIAM, Borough High st, Ironmonger May 8 at 1 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 SMITH, CECIL, Chancery lane, late Lieutenant in Submarine Miners, Engineer Militia May 8 at 12 33, Carey st, Lincoln's inn fields  
 SUTTON, JOHN, Naccoli, Wye, Kent, Farmer May 8 at 9 45 Off Rec, 5, Castle st, Canterbury  
 THOMAS, CHARLES EDWARD, Birmingham, Mechanic May 6 at 11 25, Colmore row, Birmingham  
 THOMAS, RICHARD, Blaenau Ffestiniog, Merioneth, Miner May 12 at 1 Market Hall, Blaenau Ffestiniog  
 THOMPSON, ARTHUR LEONARD, Darlington, Grocer May 13 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 TRUMAN, JOHN, New Swindon, Wilts, Mason May 8 at 11 30 Off Rec, 32, High st, Swindon  
 WALKER, THOMAS, Sunderland, Coal Exporter May 6 at 3 Off Rec, 25, John st, Sunderland  
 WILLIAMS, GEORGE FREDERICK, Dorset st, Pinlick, Builder May 7 at 1 33, Carey st, Lincoln's inn fields  
 WOODALL, JASON ANSON, Wetherby, Yorks, Printer May 6 at 12 15 Off Rec, York  
 YEOMANS, EDWARD, Wolverhampton, Grocer May 12 at 12 Off Rec, Wolverhampton

The following amended notice is substituted for that published in the London Gazette of April 21.

FELL, THOMAS, Liverpool, Baker April 30 at 2 30 Off Rec, 35, Victoria st, Liverpool

## ADJUDICATIONS.

ALLCOCK, JAMES, Burton on Wolds, Leics, Grazier Leicester Pet Apr 21 Ord Apr 21  
 ATKIN, LOUIS WRIGHT, and WILLIAM HENRY FRANCIS ATKIN, Nottingham, Lace Manufacturers Nottingham Pet Mar 14 Ord Apr 22  
 BENNETT, ESTHER, HENRY, York st, Baker st, Licensed Victualler High Court Pet Feb 5 Ord Apr 23  
 BIEDERMANN, E, Brook st, Hanover sq High Court Pet Jan 9 Ord Apr 25  
 BIRCH, JOHN, Shrewsbury, Saddler Shrewsbury Pet Apr 15 Ord Apr 21  
 CAMPBELL, SIR GILBERT EDWARD, Bart, Staple inn, Holborn, Author High Court Pet Mar 7 Ord Apr 21  
 CLARK, SAMUEL COPE, Birmingham, Licensed Victualler Birmingham Pet Apr 23 Ord Apr 23  
 CLOUGH, WILLIAM HENRY MAWSON, Leeds, Accountant Leeds Pet Apr 21 Ord Apr 21  
 COATES, EDWARD FRANCIS, Sudbury, Suffolk, Confectioner Colchester Pet Apr 22 Ord Apr 23  
 CRABTREE, WILLIAM, Halifax, Brass Finisher Halifax Pet Apr 21 Ord Apr 23  
 CRASSWELLER, WILLIAM ELLIS, the younger, Ipswich, Chemist Ipswich Pet Apr 15 Ord Apr 16  
 CUTBILL, JOHN JAMES, Marlborough, Wilts, Innkeeper Swindon Pet Apr 14 Ord Apr 25  
 DAVIES, FREDERICK GEORGE, Nottingham, Silk Merchant Nottingham Pet Apr 25 Ord Apr 25  
 DOUGLAS, COTTIS ALEXANDER, Leadenhall st, Hairdresser High Court Pet Feb 23 Ord Apr 21  
 EVANS, LOUIS HERBERT COLERIDGE, Cardiff, Painter Cardiff Pet Apr 25 Ord Apr 25  
 FERNETHOUGH, HENRY, Highbury, Newland, Glos, Farmer Newport, Mon Pet Apr 21 Ord Apr 21  
 GIST, SAMUEL, Plymouth, Bookbinder East Stonehouse Pet Apr 23 Ord Apr 21  
 GODWIN, HENRY JAMES, Cricklade, Wilts, Farmer Swindon Pet Apr 11 Ord Apr 23  
 GODWIN, JOSHUA, Gt George st, Westminster, Auctioneer High Court Pet Jan 23 Ord Apr 23  
 GUDRICH, HENRY J O, Lime st, Ship Broker High Court Pet Jan 2 Ord Apr 23  
 GUTTRIDGE, WILLIAM, Hastings, Confectioner Hastings Pet Apr 22 Ord Apr 22  
 HALLIDAY, ALEXANDER CLARKE, East Cowes, I.W., Carpenter Newport and Ryde Pet Apr 22 Ord Apr 22  
 HART, CHARLES WILLIAM, New Swindon, Wilts, Smith Swindon Pet Apr 23 Ord Apr 23  
 HART, ROBINSON, Darlington, Barber Stockton on Tees and Middlesbrough Pet Apr 23 Ord Apr 21  
 HARVEY, FREDERICK WILLIAM, Hitchin, Herts, Hairdresser Luton Pet Apr 23 Ord Apr 23  
 JASTZEBSKI, STEPHEN LOUIS, Halifax, Tobacconist Halifax Pet Apr 23 Ord Apr 23  
 LUNSDEN, AARON, Stockton on Tees, Blacksmith Stockton on Tees Pet Apr 21 Ord Apr 21  
 LUSH, GEORGE AKIN, Alderney rd, Globe rd, Mile End, Builder High Court Pet Apr 25 Ord Apr 25  
 MARX, ROBERT, Haxwell, Darham, Blacksmith Sanderland Pet Apr 16 Ord Apr 21  
 MCCARTY, JAMES, Birmingham, Clerk in Holy Orders Birmingham Pet Mar 17 Ord Apr 23  
 MCCARTY, THOMAS FREDERICK, Birmingham, Boot Upper Manufacturer Birmingham Pet Apr 18 Ord Apr 21  
 MOSS, WILLIAM CHARLES, High rd, Kilburn, Coachbuilder High Court Pet Apr 14 Ord Apr 23  
 OSTLE, WILLIAM SHERWIN, Carlisle, Grocer Carlisle Pet Apr 25 Ord Apr 25  
 PRATT, JAMES, Huddersfield, Marine Engineer Huddersfield Pet Apr 9 Ord Apr 21  
 SELWOOD, JOSEPH ALFRED, Rodborough, Glos, Baker Gloucester Pet Apr 22 Ord Apr 23  
 SHELTON, JONATHAN, Tytherington, nr Macclesfield, Farmer Macclesfield Pet Apr 7 Ord Apr 23  
 SUMMERS, CHARLES BROTHERTON, Kingston upon Hull, Solicitor Kingston upon Hull Pet Apr 25 Ord Apr 25  
 SWANWICK, ARTHUR, Nottingham, Barman Nottingham Pet Apr 23 Ord Apr 23  
 SWINDEN, GEORGE, Healey, Sheffield, Blade Forger Sheffield Pet Apr 21 Ord Apr 21

WALKER, THOMAS, Sunderland, Coal Exporter Sunderland  
 Pet April 19 Ord April 23  
 WILCOCK, WILLIAM, Peckett Well, nr Hebden Bridge,  
 Yorks, Managing Director of a Manufacturing Co  
 Burnley Pet March 19 Ord April 23  
 WOODALL, JASON ANSON, Wetherby, Yorks, Printer York  
 Pet April 21 Ord April 24

ADJUDICATION ANNULLED.  
 WILDE, WILLIAM, Derby, Colliery Proprietor Derby  
 Adjud Sept 14, 1889 Annual April 16

### SALES OF ENSUING WEEK.

May 4.—Messrs. ELLIS & SON, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, April 25, p. 446).  
 May 5.—WALTER KNIGHT, Esq., at the Mason's Hall Tavern, City, E.C., at 1 o'clock, a Wine and Spirit Establishment (see advertisement, this week, p. 459).  
 May 5.—Messrs. MOSS & JAMESON, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, April 25, p. 4).  
 May 6.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2.30 o'clock, Shares in the Sun Life Assurance Society, also Law Fire Insurance Society (see advertisement, this week, p. 459).  
 May 8.—Messrs. MONTAGU & ROBINSON, at the Mart, E.C., at 2 o'clock, Freehold Ground-rents (see advertisement, this week, p. 459).

The Subscription to the SOLICITORS' JOURNAL is  
 —Town, 26s.; Country, 28s.; with the  
 WEEKLY REPORTER, 52s. Payment in advance  
 include Double Numbers and Postage. Sub-  
 scribers can have their Volumes bound at the  
 office—cloth, 2s. 6d., half law calf, 5s. 6d.

All letters intended for publication in the  
 "Solicitors' Journal" must be authenticated  
 by the name of the writer.

Where difficulty is experienced in procuring the  
 Journal with regularity in the Country, it  
 is requested that application be made direct  
 to the Publisher.

**LAW.**—Wanted, by a Young Solicitor with  
 capital, Clerkship, with a view to Partnership, in  
 country office.—Address, L., 4, The Pleasance, Leominster.

**WANTED,** an Admitted Clerk in a Country  
 office with large general practice.—Address,  
 stating age, experience, references, and salary required,  
 to A. J., "Solicitors' Journal" Office, 27, Chancery-lane,  
 London, W.C.

**MONEY.**—Householders or Lodgers  
 desirous of obtaining immediate Advances upon their  
 Furniture or other negotiable security are invited to call at  
 the offices of the CONSOLIDATED COMPANY, 43, Great Tower-  
 street, E.C., and arrange; Bills of Sale and Executions paid  
 out; no fees; the full sum advanced without deduction;  
 an old-established and genuine firm.—Address, MANAGER.

**GROUND RENTS.**—Wanted to Invest  
 £250,000 in One or more Sums; contract would be  
 given for an entire Estate in approved locality; rack rentals  
 from £40 to £75 preferred.—Messrs. T. P. FULLER & CO.,  
 41, Great Russell-street, Bloomsbury, W.C.

**KENT.**  
 Rochester and Strood.—In consequence of the death of the  
 late G. W. Alexander, Esq.—Valuable Freehold Properties,  
 comprising Nos. 5, 6, 7, 8, and 9, Boley-hill, Rochester,  
 let to old tenants at moderate rents; the Workmen's  
 Club and Institute, situate opposite North-street, Strood,  
 an important property, extending from the High-street to  
 the Creek; Market Garden Land, with windmill, two  
 cottages, &c., containing about 9 acres, situate at Strood-hill.  
 The above properties are let to old and responsible  
 tenants, at rents amounting to about £250 per annum.  
 Note.—The property on the Esplanade, previously adver-  
 tised, has now been sold by private treaty.

**MESSRS. DANIEL WATNEY & SONS**  
 will SELL by AUCTION, at the BULL HOTEL,  
 Rochester, on TUESDAY, MAY 12, at FOUR o'clock  
 precisely, the above valuable FREEHOLDS, in Three Lots.  
 Particulars of Messrs. Watney, Tilleard, & Freeman,  
 Solicitors, 4, Lombard-court, Gracechurch-street, E.C.;  
 and of the Auctioneers, 33, Poultry, London, E.C.

**ERITH, KENT.**  
 At a Low Reserve.—A capital detached Freehold Residence,  
 known as Oakfield, pleasantly situate in the Bexley-road,  
 immediately opposite Lesney Park, possessing charming  
 views, and only about 10 minutes' walk from Erith Station  
 on the North Kent Line of the S.E. Railway. The house  
 contains 7 bed and dressing rooms, fitted bath room, 4  
 reception rooms, and domestic offices, and is surrounded  
 by pleasure and kitchen gardens. The property possesses  
 a total frontage of 257 ft. by a depth varying from 115 ft.  
 to 135 ft., and will be sold with possession.

## PROBATE VALUATIONS

OF  
**JEWELS AND SILVER PLATE, &c**

SPINK & SON, GOLDSMITHS AND SILVERSMITHS, 1 AND 2, GRACECHURCH-STREET, CORNHILL,  
 LONDON, E.C., beg respectfully to announce that they ACCURATELY APPRAISE the above for the  
 LEGAL PROFESSION or PURCHASE the SAME for cash if desired. Established 1772.

Under the patronage of H.M. The Queen and H.S.H. Prince Louis of Battenberg, K.C.B.

**MESSRS. DANIEL WATNEY & SONS**  
 will SELL the above by AUCTION, at the MART,  
 London, E.C., on THURSDAY, MAY 21, at TWO o'clock,  
 in One Lot.

May be viewed by orders and particulars obtained of  
 Messrs. Watney, Tilleard, & Freeman, Solicitors, 4, Lombard-court, Gracechurch-street, E.C.; at the Mart; and  
 with orders to view, of the Auctioneers, 33, Poultry, London.

### CROYDON, SURREY.

A valuable Freehold Building Estate of about 6 acres, in  
 the Selsdon-road, suitable for the erection of one or more  
 first-class residences, with entrance lodge already built;  
 also Freehold Building Land, with extensive frontages to  
 the Sussex, Newark, and Mansfield-roads, only a few  
 minutes' walk from the Selsdon-road and South Croydon  
 Railway Stations.

**MESSRS. DANIEL WATNEY & SONS**  
 will SELL these PROPERTIES by AUCTION, on  
 THURSDAY, MAY 21, at the MART, E.C., at TWO  
 o'clock precisely, in Six or Eight Lots.

Particulars of Messrs. Watney, Tilleard, & Freeman,  
 Solicitors, 4, Lombard-court, E.C.; and of the Auctioneers,  
 33, Poultry, E.C.

### CHEESHAM, BUCKS.

By order of the Trustee.—For Sale, in consequence of the  
 death of the widow of the late William Lowndes, Esq.,  
 Freehold Estate, situate on undulating ground on the  
 Chiltern Hills, in the parish of Cheesham, about 1½ mile  
 from Cheesham and 2 from Berkhamstead (from both of  
 which towns London is reached in an hour), and 5½ from  
 Tring, in a residential neighbourhood, and comprising  
 the farms known as Ashley Green and Nashleigh, with  
 houses, agricultural buildings, and enclosures of arable,  
 grass, and wood land, the whole extending over about  
 220 acres, and let at rents amounting to £240 per annum.  
 The property has long frontages to main roads, offers  
 opportunity for safe investment, and affords good sites  
 for the erection of residences.

**MESSRS. DANIEL WATNEY & SONS**  
 will SELL the above ESTATE by AUCTION, at  
 the MART, Tokenhouse-yard, E.C., on THURSDAY,  
 MAY 21, at TWO o'clock precisely, in Four Lots.

Particulars of Messrs. Watney, Tilleard, & Freeman,  
 Solicitors, 4, Lombard-court, Gracechurch-street, E.C.; of  
 Messrs. Brown & Foulkes, Surveyors, Tring; and of the  
 Auctioneers, 33, Poultry, London.

### BERKSHIRE.

With possession.—A charming Freehold Residential Property  
 known as Honey, situate in the parish of Waltham St.  
 Lawrence, inexpensive to keep up, and only 2½ miles from  
 Teyford Station (whence Paddington is reached in less  
 than an hour), 6½ miles from Maidenhead, 7 miles from  
 Reading, 8 from Ascot and Henley, and 9 from Windsor,  
 comprising a comfortable family residence, recently en-  
 larged, and containing 12 bed and dressing rooms, bath  
 room, box room, 4 reception rooms, and domestic offices,  
 conservatory, greenhouses, stabling, farmery, 3 cottages,  
 gardens, pleasure grounds, and park-like meadow land,  
 studded with timber and conifers, the total area being  
 34 acres.

**MESSRS. DANIEL WATNEY & SONS**  
 are instructed to SELL by AUCTION, at the  
 MART, Tokenhouse-yard, E.C., on THURSDAY, JUNE  
 18, at TWO o'clock precisely (unless an acceptable offer is  
 previously made), the above attractive ESTATE, which is  
 in a fine sporting district, one mile from Mr. Garth's  
 kennels, and within easy reach of the Queen's Stag-hounds.

To be viewed by orders only, to be obtained of  
 the Auctioneers; and particulars, with plans and conditions of  
 sale, can be had (when ready) of Messrs. Woodhouse,  
 Trower, Freeling, & Parkin, Solicitors, 5, New-square,  
 Lincoln-inn; at the Mart; and of the Auctioneers,  
 33, Poultry, London, E.C.

### SUSSEX.

Compact Freehold Estate, situate on undulating ground in  
 the parish of Wishborough Green, in a favourite residen-  
 tial and sporting district, and embracing views extending  
 to the Surrey and Leith hills, and the South Downs,  
 about two miles from Billingshurst Station on the main  
 Portsmouth Line of the L.B. and S.C. Railway, six miles  
 from Pulborough, seven from Petworth, and 10 from  
 Horsham, known as Orfold Farm, with good country  
 house, agricultural buildings, and enclosures of first-rate  
 meadow arable land, in a high state of cultivation, with a  
 frontage to the River Arun, in which, as well as in the  
 Arun Canal, which intersects the property, there is capital  
 fishing. The area is about 230 acres, and possession will  
 be given on completion.—Preliminary.

**MESSRS. DANIEL WATNEY & SONS**  
 have received instructions to SELL by AUCTION,  
 at the MART, Tokenhouse-yard, E.C., on THURSDAY,  
 JUNE 18, at TWO o'clock precisely, the above valuable  
 FREEHOLD PROPERTY, which is in an outlying portion  
 of the estates, which have belonged to and been occupied  
 by the family of the present vendor, George Napper, Esq.,  
 for nearly a century.

Particulars (when ready) of Adrian Young, Esq., Soli-  
 citor, 11, Clement's-inn, W.C.; at the Mart; and with  
 orders to view, of the Auctioneers, 33, Poultry, London,  
 E.C.

### SURREY.

In the Reigate district.—By order of Trustees.—Freehold  
 Pleasure Farm, known as Nutley Deane, situate about  
 four miles from Reigate and Horley Stations, and five  
 from Redhill, comprising a capital farmhouse (adapted for  
 a hunting or shooting box), six cottages, agricultural  
 buildings, field homesteads, and arable, grass, and wood  
 lands, with an area of 385 acres. The property is pleas-  
 antly situate, with views of the Surrey hills, and is in a  
 favourite sporting country, the meets of the Surrey Stag-  
 hounds, the Surrey Union, Crawley and Horsham, and  
 Burstow Foxhounds being within easy reach.—Prelimi-  
 nary.

**MESSRS. DANIEL WATNEY & SONS**  
 are instructed to SELL by AUCTION, at the  
 MART, Tokenhouse-yard, E.C., in JUNE NEXT, the above  
 FREEHOLD ESTATE, which may be viewed by orders  
 only, to be obtained of the Auctioneers, and by permission  
 of the present occupier, Mr. James Langton, whose tenancy  
 expires at Michaelmas next, when possession will be given.  
 Particulars in due course of Messrs. Garrard, James, &  
 Wolfe, Solicitors, 13, Suffolk-street, Pall Mall East; of  
 Messrs. White & Sons, Surveyors, Dorking; and of the  
 Auctioneers, 33, Poultry, London, E.C.

### LINGFIELD, SURREY.

Preliminary.—By order of the Trustees under the will of  
 the late Henry Hughes, Esq.—Freehold Estates and  
 Building Land; picturesquely situate close to the church  
 and station at Lingfield, comprising an area of about 250  
 acres.

**MESSRS. DANIEL WATNEY & SONS**  
 are instructed to SELL the above FREEHOLD  
 PROPERTIES by AUCTION, at the MART, Tokenhouse-  
 yard, E.C., early in JUNE NEXT.  
 Particulars may be obtained in due course from Messrs.  
 Drake, Son, & Parton, Solicitors, 24, Rood-lane, Fenchurch-  
 street, E.C.; and of the Auctioneers, 33, Poultry, E.C.

### SALE DATES FOR THE YEAR 1891.

**MESSRS. FAREBROTHER, ELLIS,  
 CLARK, & CO.** beg to announce that the following  
 days have been fixed for their SALES during the year 1891,  
 to be held at the Auction Mart, Tokenhouse-yard, near the  
 Bank of England, E.C.:

Thurs, May 7	Thurs, July 16	Thurs, Sept 24
Thurs, May 14	Thurs, July 23	Thurs, Oct 8
Thurs, May 21	Thurs, Aug 6	Thurs, Oct 15
Thurs, June 4	Thurs, Aug 13	Thurs, Oct 22
Tues, June 23	Thurs, Aug 20	Thurs, Nov 5
Thurs, July 2	Thurs, Sept 3	Thurs, Nov 12
Thurs, July 9	Thurs, Sept 17	Thurs, Dec 10

Other appointments for immediate Sales will also be  
 arranged.

Messrs. Farebrother, Ellis, Clark, & Co. publish in the  
 advertisement columns of "The Times" every Saturday a  
 complete list of their forthcoming sales by auction. They  
 so issue from time to time schedules of properties to be let  
 or sold, comprising landed and residential estates, farms,  
 freehold and leasehold houses, City offices and warehouses,  
 ground-rents, and investments generally, which will be  
 forwarded free of charge on application.—No. 29, Fleet-  
 street, Temple-bar, and 18, Old Broad-street, E.C.

### LEICESTER.

A very valuable block of Freehold Property, comprising  
 Nos. 4, 6, and 8, High-street, occupying a most prominent  
 position in the centre of this important manufacturing  
 town. It possesses extensive frontages to three leading  
 thoroughfares, High-street, East-gate, and Silver-street,  
 and comprises an area of over 2,000 ft., presenting an ex-  
 ceptional opportunity for acquiring an unrivalled site for  
 the erection of a bank, insurance office, or other buildings  
 for commercial or public purposes in the busiest part of  
 Leicester. The premises are at present let to yearly  
 tenants at rents amounting to £190 per annum.

**MESSRS. FAREBROTHER, ELLIS,  
 CLARK, & CO.** have received instructions to SELL  
 by AUCTION, at the BELL HOTEL, Leicester, on  
 WEDNESDAY, 13th MAY, 1891, at FIVE o'clock precisely,  
 the above valuable FREEHOLD PROPERTY.

Particulars, with plan and conditions of sale, may be  
 obtained of Messrs. Rooke & Sons, Solicitors, 45, Lincoln's-  
 inn-fields, London; at The Bell Hotel, Leicester; and of  
 Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street,  
 and 18, Old Broad-street, E.C.

By order of the Executors of the late W. S. Grose, Esq.—A  
 well-secured Profit Rental of £480 per annum, for a term  
 of 44 years unexpired, arising out of a block of substan-  
 tial warehouses, with large open yard in rear, approached  
 by a gateway entrance, with range of stabling, store-rooms  
 and foreman's dwelling, the whole covering an extensive  
 area, and being contiguous to the City.

**MESSRS. FAREBROTHER, ELLIS,  
 CLARK, & CO.** will offer for SALE by AUCTION,  
 at the MART, Tokenhouse-yard, E.C., on THURSDAY,  
 MAY 14th, 1891, at TWO o'clock precisely, the above  
 ESTATE INVESTMENT, supply secured upon Nos. 5, 7, and  
 9, City Gardens-row, City-road. The entirety is held for 70